## PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000 South Shore High School – Televise & Report Services – PS2082

This Contract is made and is dated September 8, 2016 by and between:

PBC:

Public Building Commission of Chicago

50 West Washington

Chicago, Illinois 60602 ("PBC") and

Consultant:

**Harrington Site Services Company** 

3800 West 128th Place

Alsip, IL 60803

For the Services of: Description of Services attached hereto as Exhibit A.

In the Lump Sum Amount of: \$5,750.00.

Project:

South Shore High School - Televise &

**Report Services** 

PUBLIC BUILDING COMMISSION OF CHICAGO

By:

Title:

**Executive Director** 

Date:

Consultant: Harrington Site Services Company

By:

Date

Title:

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

- 2. Failure to Meet Performance Standards. If the Consultant fails to comply with its obligations under the standards of this Contract, the Consultant must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure.
- 3. Compliance with Laws. In performing under this Contract, all applicable federal, state and local governmental laws, regulations, orders, and other rules of duly constituted authority will be followed and complied with in all respects by the Consultant.
- 4. Time Is Of The Essence. Time is of the essence for this Contract.
- 5. Invoices. Once each month, the Consultant will submit an invoice to the PBC for Services performed during the preceding month. Each invoice must include the Contract and be supported with such reasonable details and data as the PBC may require.
- 6. Compensation of Consultant. The Commission shall pay the Consultant as defined in Exhibit A in a lump sum amount of \$5,750.00. PBC will process payments within thirty (30) days of receiving an acceptable invoice from the Consultant. The PBC's payment for the Services shall not constitute acceptance of the Services or a waiver by the PBC of any term or condition of this Contract.
- 7. No Waivers. Any failure by the PBC to enforce any provision of this Contract shall not constitute a waiver of the provision or prejudice the right of the PBC to enforce the provision at any subsequent time.
- 8. Indemnity. The Consultant shall defend, indemnify and hold the PBC the Board of Education of the City of Chicago and the City of Chicago and its commissioners, officers, agents, officials, and employees "the Parties" harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorney's fees) for personal injury and property damage, arising out of or in connection with the Services provided by Consultant, or any person employed by Consultant, to the maximum extent permitted by law. The Consultant's obligation to defend, indemnify and hold the Parties harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the Parties in defending any such claim.

# PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT-SERVICES LESS THAN \$25,000 South Shore High School – Televise & Report Services – PS2082

- **9. Taxes.** PBC is exempt from the payment of (1) Retailers' Occupation Tax, (2) the Service Occupation Tax (state and local), (3) Use taxes; and (4) federal excise taxes. The PBC will deduct any such taxes the Consultant includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-05.
- **10. Insurance.** The Consultant shall procure and maintain at all times, at Consultant's expense, workers compensation, comprehensive general liability, professional liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit C, and which name the Parties as an additional insured on a primary, non-contributory basis.
- 11. Independent Contractor. In performing the Services under this Contract, Consultant shall at all times be an independent contractor, and does not and must not act or represent itself as an agent or employee of the PBC.
- 12. Changes to the Services. The PBC may from time to time request changes to the Services or the terms of this Contract. Such changes, including any increase or decrease in the amount of compensation and revisions to the duration of the Services, which are mutually agreed upon by and between the PBC and Consultant, shall be incorporated in a written amendment to this Contract. The PBC shall not be liable for any changes absent such written amendment.
- **13. Ownership of Documents.** All documents, data, studies and reports prepared by the Consultant or any party engaged by the Consultant, pertaining to the Project and/or the Services shall be the property of the PBC including copyrights.
- 14. Confidentiality. All of the reports, information, or data prepared or assembled by the Consultant under this Contract are confidential, and the Consultant agrees that such reports, information or data shall not be made available to any party without the prior written approval of the PBC. In addition, the Consultant shall not, without the prior written consent of the PBC, prepare or distribute any news releases, articles, brochures, advertisements or other materials concerning this Contract, the Project or the Services.
- **15. Termination.** The PBC reserves the right to terminate this Contract at any time by providing written notice to the Consultant.
- **16. Notices.** All notices and other communications required under this Contract must be given in writing by personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.

- **17. Remedies.** The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.
- **18. Governing Law.** The laws of the State of Illinois shall govern this Contract.
- **19. Choice of Forum.** Any suit regarding this Contract or breach of any of the terms hereof shall be brought only in courts located in Chicago, Illinois; and the parties consent to the jurisdiction of the courts located in Chicago, Illinois.
- **20.** Non-assignment. The Consultant shall not delegate or assign any rights or claims under this Contract, or for breach thereof, without prior written consent of the PBC, and any such attempted delegation or assignment shall be void.
- **21. Headings.** Headings used in this Contract are for convenience and reference only and shall not affect the interpretation of this Contract.
- **22. Partial Invalidity.** If any provision of this Contract is or becomes void or unenforceable for any reason, the other provisions will remain valid and enforceable.
- **23. Amendments.** Oral statements and understandings are not valid or binding, and this Contract may not be changed or amended except by a written amendment signed by both parties.
- **24. Binding Effect.** This Contract shall be binding upon the parties hereto and their respective permitted successors and assignees
- 25. Entire Agreement. This Contract, and its accompanying exhibits, 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
- 26. **Term**. The term of this agreement is until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that s until all funds are fully exhausted or until services are fully rendered. This Agreement may be terminated by the Commission with cause, upon thirty (30) day notice to the contractor and, provided further, that this Agreement may be terminated at any time during the term by mutual agreement of the parties.

## Exhibit A

August 26, 2016

Job No. 16-938

Mark.lindstrom@cityofchicago.org

Phone 312-543-4069

Mark Lindstrom

**Public Building Commission of Chicago** 

50 West Washington, Room 200

Chicago, IL 60602

Re: South Shore High School

Dear Mark:

Attached is our proposal for the project known as **South Shore High School**.

If you have any questions or need additional information, please do not hesitate to call. Thank you for giving us the opportunity to bid on this project. We hope to be working with you on this job.

Very truly yours,

Charlotte Harrington

Harrington Site Services Company

August 26, 2016

Job No. 16-938

Mark.lindstrom@cityofchicago.org Phone 312-543-4069

Mark Lindstrom Public Building Commission of Chicago 50 West Washington, Room 200 Chicago, IL 60602

#### **PROPOSAL**

We hereby submit specifications and estimates for the project known as, South Shore High School as follows:

#### TELEVISE & REPORT

We propose to televise and report approximately 100 lineal feet of 13' elliptical pipe within an 8 hour day.

#### TOTAL PROPOSED

\$5,750.00

#### \*Excluded in this proposal, as follows:

- No saw cutting, removal of streets and or driveways
- No landscaping
- No placing of rip rap in retention ponds
- Not responsible for settling of sewer trenches
- No spoil removal, unless otherwise noted above
- No dewatering, engineering, dust control or excavating beyond design grades
- No removal of underground obstacles (i.e. footings, storage tanks)
- · No permits and fees included
- Not responsible for weather conditions
- No frost removal

## EXHIBIT B COMPENSATION OF THE CONSULTANT

#### B.1 CONSULTANT'S FEE

- B.1.1 The Commission shall pay the Consultant for the satisfactory performance of the Services in a **Lump Sum** ("Fee") of \$5,750 for all work included in Exhibit A and as outlined in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission-originated amendment constitutes the Consultant's full fee for Services.
- B.1.2. Consultant's Fee will include profit, overhead, general conditions, materials, equipment, computers, vehicles, office labor, field labor, insurance, deliverables, and any other costs incurred in preparation and submittal of deliverables.

## EXHIBIT C INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/21/2016

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

3800 W 128TH PL ALSIP. IL 60803		INSURER D :			
		INSURER D:			
		INSURER D :			
HARRINGTON SITE SERVICE CO		INSURER C:			
INSURED 3913771		INSURER B:			
		INSURER A:	COUNTRY Mutual Insurance Compa	ny	20990
TINLEY PARK, IL 60477-0000			INSURER(S) AFFORDING COVERAGE		NAIC#
17605 S OAK PARK AVE STE C		E-MAIL ADDRESS:	DANIEL.STUMPF@COUNTRYFINA	ANCIAL.COM	
DAN M STUMPF (02341)		PHONE (A/C, No, Ext):	: 708-614-1688 FAX (A/C, No): 708-6		3-6492
PRODUCER		CONTACT NAME:	DAN M STUMPF		
certificate noider in lieu of such e	endorsement(s).				

**COVERAGES** CERTIFICATE 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.

	EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY FAID COLONS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
A	GENERAL LIABILITY  COMMERCIAL GENERAL LIABILITY	1	1		7/13/2016	7/13/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000 \$ 100,000
	CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
	21. 10			8			GENERAL AGGREGATE	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	POLICY ✓ PRO- JECT LOC							\$ 250 70
	AUTOMOBILE LIABILITY	./		AB9157316	7/13/2016	7/13/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	ANY AUTO	•		AB8187816	1713/2010	771072017	BODILY INJURY (Per person)	\$
Α	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	✓ HIRED AUTOS ✓ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	,							\$
	✓ UMBRELLA LIAB ✓ OCCUR	1		AU9157340	7/13/2016	7/13/2017	EACH OCCURRENCE	\$ 5,000,000
Α	EXCESS LIAB CLAIMS-MADE				1,10,2010	.,,	AGGREGATE	\$ 5,000,000
	DED ✓ RETENTION\$ 10,000							\$
	WORKERS COMPENSATION		1	AW9157344	7/13/2016	7/13/2017	✓ WC STATU- OTH- TORY LIMITS ER	
Α	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	•				E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			and the second			E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

JOB NAME:

SOUTH SHORE HIGH SCHOOL -TELEVISE & REPORT SERVICES

REMARKS: (CONTINUED)

CERTIFICATE HOLDER	CANCELLATION
PUBLIC BUILDING COMMISION PROCUREMENT DEPARTMENT	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
RICHARD J DALEY CENTER,ROOM 2000k eryan CHICAGO, IL 60602 9/21/16	AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID:	
LOC #:	



## ADDITIONAL REMARKS SCHEDULE

Page <sup>1</sup> of <sup>1</sup>

AGENCY		NAMED INSURED HARRINGTON SITE SERVICE CO 3800 W 128TH PL ALSIP, IL 60803		
POLICY NUMBER AB9157316				
CARRIER	NAIC CODE			
COUNTRY Mutual Insurance Company 20990		EFFECTIVE DATE: 9/21/2016		

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

(REMARKS CONTINUED)
30 DAY NOTICE OF CANCELATION APPLIES

#### WAIVERS:

SUBROGATION RIGHTS DIRECTLY AGAINST THE CERTIFICATE HOLDER ARE WAIVED WITH REGARD TO WORKERS COMPENSATION. THE INSURING COMPANY WAIVES ITS RIGHTS OF SUBROGATION (RIGHTS TO RECOVER) AGAINST THE CERTIFICATE HOLDER NAMED BELOW WITH RESPECT TO ANY PAYMENTS MADE FOR LIABILITY COVERAGE(S) UNDER THE POLICY(IES) SHOWN IN THE GENERAL LIABILITY SECTION OF THIS CERTIFICATE. THE INSURANCE AFFORDED BY THIS POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY.

ADDITIONAL INSURED(S): THE CITY OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND ITS BOARD MEMBERS, AGENTS, OFFICERS, OFFICIALS, CONTRACTORS, CONSULTANTS, ARCHITECTS, AND EMPLOYEES (BOARD)

THE PUBLIC BUILDING COMMISION

THE CHICAGO PARK DISTRICT

## THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

#### **Primary And Noncontributory Insurance**

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

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

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

COMMERCIAL GENERAL LIABILITY CG 24 04 05 09

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### **SCHEDULE**

Name Of Person Or Organization: (See following Schedule)	ę
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

### Schedule for Endorsement

CG2404 FOR POLICY AB9157316

THE CITY OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND ITS BOARD MEMBERS, AGENTS, OFFICERS, OFFICIALS, CONTRACTORS, CONSULTANTS, ARCHITECTS, AND EMPLOYEES (BOARD)

THE PUBLIC BUILDING COMMISION

THE CHICAGO PARK DISTRICT

**COMMERCIAL AUTO** CA 04 44 10 13

#### POLICY NUMBER: AB9157316

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY **AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARRINGTON SITE SERVICE CO	
Endorsement Effective Date: 9/21/2016	
	SCHEDIII E

#### SCHEDOFE

Name(s) Of Person(s) Or Organization(s): (See following Schedule)	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

#### Schedule for Endorsement

CA0444 FOR POLICY AB9157316

THE CITY OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND ITS BOARD MEMBERS, AGENTS, OFFICERS, OFFICIALS, CONTRACTORS, CONSULTANTS, ARCHITECTS, AND EMPLOYEES (BOARD)

THE PUBLIC BUILDING COMMISION

THE CHICAGO PARK DISTRICT

POLICY NUMBER: AB9157316

### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: HARRINGTON SITE SERVICE CO

**Endorsement Effective Date: 9/21/2016** 

#### **SCHEDULE**

#### Name Of Person(s) Or Organization(s):

(See following Schedule)

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

#### Schedule for Endorsement

CA2048 FOR POLICY AB9157316

THE CITY OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND ITS BOARD MEMBERS, AGENTS, OFFICERS, OFFICIALS, CONTRACTORS, CONSULTANTS, ARCHITECTS, AND EMPLOYEES (BOARD)

THE PUBLIC BUILDING COMMISION

THE CHICAGO PARK DISTRICT

AW9157344 AWC 10 02 06 06

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY SPECIAL WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

#### WORKERS COMPENSATION INSURANCE POLICY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

#### **SCHEDULE**

THE CITY OF CHICAGO

THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AND ITS BOARD MEMBERS, AGENTS, OFFICERS, OFFICIALS, CONTRACTORS, CONSULTANTS, ARCHITECTS, AND EMPLOYEES (BOARD) (Continued on following Schedule)

## Schedule for Endorsement

AWC1002 FOR POLICY AW9157344

THE PUBLIC BUILDING COMMISION

THE CHICAGO PARK DISTRICT

AW9157344 AWC 10 03 06 06

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

#### WORKERS COMPENSATION INSURANCE POLICY

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right to take direct action against the person or organization named in the Schedule below. This agreement applies only to the extent that you perform work for others who require you to obtain this agreement.

This agreement shall not operate to directly or indirectly benefit anyone not named in the Schedule. We maintain our right to assert a lien on any action taken by any person(s) against the person or organizations named in the Schedule.

#### **SCHEDULE**

Persons or organizations to whom a certificate of insurance has been issued and approved by us, and that certificate waives our rights of subrogation against the certificate holder under this policy and is in effect at the time of the occurrence.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Part (Policy) apply unless modified by the endorsement.

#### Cancellation

The following is added under the Cancellation Condition applicable to the Coverage Parts (Policy) listed above:

If we cancel this policy for any reason other than non payment of premium, we will mail written notice of cancellation to the certificate holder(s) on file with the Company. Notice will be provided prior to the effective date of cancellation. We will give the number of days notice as provided for in the Cancellation Condition of this policy. The notice will state the effective date of cancellation. The policy period will end on that date.

If you cancel this policy, or if we cancel for non payment of premium, we will mail written notice of such cancellation to the certificate holder(s) on file with the Company. The notice will state the date the policy was cancelled.

The notice will be mailed by first-class mail to the last known mailing address of the certificate holder(s) on file with the Company.

Any notice of cancellation provided by this endorsement applies only to the certificate holder(s) with a certificate of insurance applicable to this policy's period.

Our failure to send notice of cancellation to the certificate holder(s) will not amend, extend or alter the terms and conditions of this policy, including the cancellation of this policy.

If there is a conflict between any other policy cancellation provisions pertaining to the certificate holder(s) and this endorsement, the other policy provisions shall control.

Nothing contained here varies, alters, or extends any provisions of the policy except as provided in this endorsement.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

Includes copyrighted material of American Association of Insurance Services, Inc., with its permission.

Contains copyrighted material of the National Council on Compensation Insurance, with its permission.

AIL 10 67 08 11 Page 1 of 1

## EXHIBIT D DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

#### ATTACHMENT D - DISCLOSURE OF RETAINED PARTIES

#### **Definitions and Disclosure Requirements**

As used herein, "Consultant" means a person or entity who has any contract with the Public Building Commission of Chicago ("Commission").

Commission bids, contracts, and/or qualification submissions must be accompanied by a disclosure statement providing certain information about lobbyists whom the Consultant has retained or expects to retain with respect to the contract. In particular, the Consultant must disclose the name of each such person, his or her business address, the name of the relationship, and the amount of fees paid or estimated to be paid. The Consultant is not required to disclose employees who are paid solely through the Consultant's regular payroll.

"Lobbyists" means any person who (a) 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.

#### Certification

Consultant	L			fallower
L'ongliitant	nerenv	Cermies	28	IOHOWS

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant:

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

### Retained Parties:

tallieu Faitles.		Relationship (Attorney,	Fees
Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	(indicate total whether paid or estimated)

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

## ATTACHMENT D - DISCLOSURE OF RETAINED PARTIES

The Consultant understands and agrees as follows:

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

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

Signature

Name (Type or Print)

1/19 / ( Date

ien

Subscribed and sworn to before me

thic

\_day of <u>Sept.\_\_</u>20<u>\_1</u>/

Notary Public

OFFICIAL SEAL
ERIN C HENDRICKSON
Notary Public State

Notary Public - State of Illinois My Commission Expires April 07, 2019

## EXHIBIT E DISCLOSURE AFFIDAVIT

(DISCLOSURE AFFIDAVIT ATTACHED)

'Bidder/Proposer/Resp	wrington Site	Serv	ices Co.	the fellowing	
	ondent or contractor) having be	een duly swor	n under oath certilles	s the following:	
Name of Firm:	Havinton		Services	Comp	Vinu
Address:	3800 (A)		Plane	00111	
City/State/Zip:	Alsin 11	108			
Telephone:	706-239-6	7671	Facsimile	768-23	9-068
FEIN:	410-300119	77	SSN		
Email:	harringtor	15VC	sagol.c	Om	
Nature of Transaction		. 5 / C .			
☐ Sale or r	ourchase of land				
	etion Contract				
☑ Professio	onal Services Agreement				
DISCLOSURE OF OWN	NERSHIP INTERESTS				
	on No. 5371 of the Board of C				
	sers shall provide the followin applicable, answer "NA". If th				estion is not
<b>⊠</b> Cor	poration	Г	Limited Liability C	omnany	
	tnership		☐ Limited Liability P		
	e Proprietorship		☐ Not-for-profit Corp	•	
	opnotoromp				

l.

II.

### A. CORPORATIONS AND LLC'S

				0.00		
		State	of Incorporation or	Organization:	K	
If outside of Illinois, is	Yes No					
City/State/ZIP:	Alsio	, IL Cec	0803			
Telephone:		239-06				
Identify the names of all (Please attach list if neces	officers and d	lirectors of the bu	isiness entity.			
	Name			Title		
Charlotte 4	tarrina	ton	oresia	dent		
Charlotte & Thomas J.	Cham	hers	Secri	tany		
Identify all shareholders (Please attach list if neces		rship percentage	exceeds 7.5% of th	e business entit	у.	
Name	oury.)	Address			Ownership Interest Percentage	
Charlotte Han	rista	7237 1	94th St. Tir			
() · (000 / 01) = 1 / 1001	J	0001.	(1 0 1 1 1)	1000	%	
					%	
LLC's only, indicate Mar	nagement Type	e and Name:				
☐ Member-managed	☐ Mana	ager-managed	Name:			
Is the corporation or LLC		ally or completely	by one or more ot	her	Yes No	
corporations or legal en	above informat				uch that any person	
with a beneficial Ownersh example, if Corporation						
Corporation B must comp which owns 50% of Corpo	lete a Disclosu	ıre Affidavit. If Co	orporation B is owne	d by Corporation	s C and D, each of	
- windi avvia 3070 at 60100	rauvii D. liitii l	Jour Corporations	o ana o musi compi	ULU DISUIUSUIU AI	nauvilo,	

#### B. PARTNERSHIPS

If the bidder/proposer or contractor 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	Туре	Ownership Interest Percentage
		%
		%
		%
		%
		%

### C. SOLE PROPRIETORSHIP

If the answer is no, please complete the following two sections.		☐ Yes ☐ No
If the sole proprietorship is held by an agent(s) or nominee holds such interest.	or a nominee(s), indicate the p	orincipal(s) for whom the agen
Nam	e of Principal(s)	
If the interest of a spouse or any other party is state the name and address of such person or which such control is being or may be exercised	entity possessing such cont	
state the name and address of such person or	entity possessing such cont	rol and the relationship under
state the name and address of such person or which such control is being or may be exercised	entity possessing such cont	rol and the relationship under
state the name and address of such person or which such control is being or may be exercised	entity possessing such cont	rol and the relationship under
state the name and address of such person or which such control is being or may be exercised	entity possessing such cont	rol and the relationship under
state the name and address of such person or which such control is being or may be exercised	entity possessing such cont	rol and the relationship under

#### III. CONTRACTOR CERTIFICATION

#### A. CONTRACTORS

- 1. The Contractor, or any affiliated entities of the Contractor, or any responsible official thereof, or any other official, agent or employee of the Contractor, 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 Contractor or agent, partner, employee or officer of the Contractor 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 Submission of this bid, proposal or response.
- 3. The Contractor or any agent, partner, employee, or officer of the Contractor 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 Contractor 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 Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - 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 Contractor has obtained from all subcontractors being used in the performance of this contract or agreement, known by the Contractor 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 Contractor, 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 described as prohibited in this document; (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 2 which is matter of record but has/have not been prosecuted for such conduct.
- 2. The Contractor 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 Contractor at this time, certifications substantially in the form of this certification. The Contractor shall not, without the prior written permission of the Commission, use any of such subcontractors in the performance of this contract if the Contractor, based on such certifications or any other information known or obtained by Contractor, 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 described as prohibited in this document of 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 as prohibited in this document which is a matter of record but has/have not been prosecuted for such conduct. The Contractor shall cause such subcontractors to certify as to all necessary items. In the event any subcontractor is unable to certify to a particular item, such subcontractor shall attach an explanation to the certification.
- For all subcontractors to be used in the performance of this contract or agreement, the Contractor shall maintain for the duration of the contract all subcontractors' certifications required by this document and Contractor shall make such certifications promptly available to the Public Building Commission of Chicago upon request.
- 4. The Contractor 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 Contractor is unable to obtain a certification substantially in the form of this certification.
- 5. The Contractor 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 Contractor 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 Contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue or, if delinquent, the Contractor is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for the tax or amount of the tax.
- 2. Alternatively, the Contractor 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.
- 3. If the Contractor is unable to certify to any of the above statements, the Contractor shall explain below. Attach additional pages 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.

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

#### D. OTHER TAXES/FEES

- 1. The Contractor is not delinquent in paying any fine, fee, tax or other charge owed to the City of Chicago.
- 2. If Contractor is unable to certify to the above statement, Contractor shall explain below and (attach additional pages 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.

#### E. PUNISHMENT

1. A Contractor 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 Contractor is not a party to any pending lawsuits against the City of Chicago or the Public Building Commission of Chicago nor has Contractor been sued by the City of Chicago or the Public Building Commission of Chicago in any judicial or administrative proceeding.
- 2. If the Contractor 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.

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.

#### G. CERTIFICATION OF ENVIRONMENTAL COMPLIANCE

A. Neither the Contractor nor any affiliated entity of the Contractor 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, (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.

If the Contractor cannot make the certification contained in the above paragraph, identify any exceptions (attach additional pages 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, Contractor 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 Contractor will not violate any federal, state or local statute, regulation or other Environmental Restriction, whether in the performance of such contract or otherwise.

#### H. INCORPORATION INTO CONTRACT AND COMPLIANCE

The above certification shall become part of any contract awarded to the Contractor 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 Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

#### I. VERIFICATION

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

The Contractor 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 Compliance, 50 W. Washington, Room 200, Chicago, IL 60602.

Signature of Authorized Officer

Olaw lofte Haverington

Name of Authorized Officer (Print or Type)

President

Title

708-239-00-1

Telephone Number

State of ITINO (S County of COOK

arrington Site Services Co.

Signed and sworn to before me on this 19th day of Sept , 20/6 k Chay lotte Hay work (Steme) as President (Title)

(Bidder/Proposer/Respondent or Contractor)

Was in Clyffund Lickson
Notary Public Signature and Seal

Notary Public – State of Illinof & My Commission Expires April 07, 2019

## EXHIBIT F M/WBE REPORT MBE/WBE Certifications

Is your organization currently certified as a Minority-Owned Enterprise ("WBE") with any of the following agencies or organization	
Yes No	
If "Yes" check and ATTACH copy of current Letter of Certi	fication:
Certifying Agency:	<u>Category</u> :
City of Chicago	WBE
County of Cook	MBE
If yes, please submit a one current copy of your firm's letter of agencies listed above.	of certification from no more than one of the applicable
Harrington Site Services Co. Company Name	9/11/16 Date
Charlotte Harrington	Charlet the the
Print Name	Signature \ )

19 . 1



# DEPARTMENT OF PROCUREMENT SERVICES CITY OF CHICAGO

MAR 2 1 2016

Charlotte Harrington Harrington Site Services Company 3800 W. 128<sup>th</sup> Place Alsip, IL 60803

Dear Charlotte Harrington:

We are pleased to inform you that Harrington Site Services Company has been recertified as a Women - Owned Business Enterprise ("WBE") by the City of Chicago ("City"). This WBE certification is valid until 02/15/2020; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your annual No-Change Affidavit 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's annual No-Change Affidavit is due by 02/15/2017, 02/15/2018, and 02/15/2019. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/15/2020**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification within 10 days of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change;
   or

• File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at chicagoinspectorgeneral.org, or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

#### NAICS Code(s):

NAICS 237110 Water and Sewer Line and Related Structures Construction

**NAICS 238220 Plumbing contractors** 

**NAICS 238910 Demolition contractors** 

**NAICS 238910 Excavation contractors** 

NAICS 238990 Concrete sawing and drilling (except demolition)

NAICS 561790 Snow plowing driveways and parking lots (i.e., not combined with any other service)

NAICS 484220 Trucking, specialized freight, local

Your firm's participation on City contracts will be credited only toward **Women – Owned Business Enterprise (WBE)** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women - Owned Business Enterprise (WBE) Program.

Sincerely,

Rich Butler

First Deputy Procurement Officer

RB/ab

