This Contract is made and dated December 20, 2010 by and between:

PBC:

Public Building Commission of Chicago 50

West Washington, Chicago, Illinois 60602

("PBC") and

Seller:

Fence Masters, Inc. 20400 S. Cottage Avenue Chicago Heights, IL 60411 Attn: Peter Biancardi

For the purchase of: High Wire Mesh Fence for Valley Forge Fieldhouse

At the not to exceed fee of: \$3,700.00

Public Building Commission of Chicago

By:

Erin Lavin Cabonargi

Title: Executive Director

Date: 1/24/11

Seller: Fence Masters, Inc.

By:

Title: SALES M AW

Date: 1-5-//

- 1. Warranties. The Seller warrants that all Goods delivered under this Contract are now, and at the time of delivery will be: free from defects in materials and workmanship; free from defects in design and suitable for the intended purposes; free from any security interest or other lien or encumbrance. Seller neither knows, nor has reason to know, of the existence of any outstanding title or claim hostile to the Seller's rights in the Goods. The Goods shall comply with all applicable federal, state and local laws and regulations and conform to the terms of this Contract. The warranties herein shall survive any inspection, delivery, acceptance or payment by the PBC.
- 2. Compliance With Laws. In performing under this Contract, Seller shall comply with all applicable federal, state and local laws and regulations.
- Time Is Of The Essence. Time is of the essence for this Contract.

- 4. Delivery, Inspection And Acceptance Of The Goods. The risk of loss or damage to the Goods shall remain with the Seller until the Goods are delivered to the PBC in accordance with the terms hereof. Passing title on delivery will not constitute acceptance of the Goods. [Notwithstanding any prior payments by the PBC, all Goods shall be subject to final inspection and acceptance at the PBC's office.] The PBC shall not be deemed to have accepted the Goods until it has had a reasonable opportunity to inspect and/or test the Goods, which shall be a minimum of thirty (30) days after the date upon which the Goods are delivered.
- 5. Rejection of Goods. If the PBC rejects any Goods for failure to conform to the requirements of this Contract, the PBC shall notify the Seller of the rejection, and the Seller shall have the option of repairing or replacing the Goods within fifteen (15) days. The rejected Goods shall be returned to Seller, at Seller's expense. If the Seller fails to repair or replace the rejected Goods, the PBC shall have the option of terminating this Contract.
- 6. Invoices. The Seller shall deliver to the PBC, to the address specified by the PBC, an invoice for the Goods upon or within seven (7) days of the Seller's delivery of the Goods. The invoice shall be signed by the Seller, shall reference this Contract, and shall specify the number of Goods delivered, the unit price, the total price and the date the Goods were delivered.
- 7. Payment. If the Seller has complied with all terms and conditions of this Contract, the PBC shall make payment to the Seller within thirty (30) days after the delivery of the Seller's invoice to the PBC. The PBC's payment for the Goods shall not constitute a waiver by the PBC of any term or condition of this Contract.
- 8. 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.
- Governing Law. The laws of the State of Illinois shall govern this Contract.
- 10. 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.
- 11. Indemnity. The Seller shall defend, indemnify and hold the PBC and its commissioners, officers, agents, officials, and employees harmless against any and all claims, demands, suits, losses, costs and expenses (including but not limited to attorneys fees) for personal injury and property damage, arising out of or in connection with the Goods delivered or

provided by Seller, or any person employed by Seller, to the maximum extent permitted by law. The Seller's obligation to defend, indemnify and hold the PBC harmless shall survive the expiration, termination or cancellation of this Contract and shall include the payment of any and all attorneys' fees and costs incurred by the PBC in defending any such claim.

- 12. Insurance The Seller shall procure and maintain at all times, at Seller's expense, workers compensation, comprehensive general liability and automobile liability insurance, in amounts specified by the PBC, as set forth in Exhibit A, and which name the PBC as an additional insured on a primary, non-contributory basis. Seller will include a waiver of Kotecki v. Cyclops Welding Corporation, 146 III.2d 155 (1991) endorsement specifically insuring Seller's obligations pursuant to its waiver of Kotecki rights.
- 13. 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 Seller includes in this Contract. The PBC's Illinois Department of Revenue tax exemption number is E9978-1506-06.
- 14. 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.
- 15. Termination. The PBC reserves the right to terminate this Contract at anytime by providing written notice to the Seller.
- 16. Notices. All notices and other communications required under this Contract must be given in writing by either personal delivery, United States mail, or registered mail, addressed to the respective parties at the addresses indicated above.
- 17. Remedies. The remedies reserved in this Contract are cumulative and in addition to any other remedies provided in law or equity.
- 18. Headings. Headings used in this Contract are for convenience and reference only and not affect the interpretation of this Contract.
- 19. Partial Invalidity. If any provision of this Contract is or becomes void or unenforceable by force or operation of law, the other provisions will remain valid and enforceable.

Exhibit A

VENDOR is to furnish and install 400 linear feet additional 18" high wire mesh landscape fence.

To coordinate delivery of goods, contact Julie Stoehr by email at: Julie.Stoehr@cityofchicago.org

Exhibit B

COMPENSATION OF THE VENDOR

B.1 **VENDOR'S FEE**

- B.1.1 The Commission shall pay the Vendor for the satisfactory performance of the Services a Not to Exceed Fee ("Fee") of \$3,700.00 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 Vendor's full fee for Services.
- B.1.2. Vendor'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

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

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 (with no limitation endorsement). The Public Building Commission 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 Consultant 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 and the City of Chicago must be named as additional insured on a primary, non-contributory basis.

C.2. ADDITIONAL REQUIREMENTS

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

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

The insurance must provide for 30 days prior written notice to be given to the Commission if any policies are canceled, substantially changed, or non-renewed.

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

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

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

responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the Commission do not contribute with insurance provided by the Consultant under the Agreement.

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

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

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

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

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

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Exhibit D

DISCLOSURE OF RETAINED PARTIES

A. <u>Definitions and Disclosure Requirements</u>

Contractor hereby certifies as follows:

- 1. As used herein, "Contractor" means a person or entity who has any contract or lease with the Public Building Commission of Chicago ("Commission").
- 2. Commission bids, leases, contracts, and/or qualification submittals must be accompanied by a disclosure statement providing certain information about lobbyists whom the Contractor has retained or expects to retain with respect to the contract or lease. In particular, the Contractor 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 Contractor is not required to disclose employees who are paid solely through the Contractor'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. <u>Certification</u>

2				
۷.	Name of Contractor:		· · · · · · · · · · · · · · · · · · ·	
3.	EACH AND EVERY connection with the c	' lobbyist retained or anticipated contract or lease is listed below.	to be retained by the Co Attach additional pages if ne	ntractor with respect to or in ecessary.
Retained Part	ties:			
	Name	Business Address	Relationship (Attorney, Lobbyist, etc.)	Fees (indicate whether paid or estimated)
L.,				

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

Exhibit E

M/WBE REPORT Contract For Services Less Than \$25,000

MBE/WBE Certifications

Print Name	Signature
Company Name	Date
If yes, please submit a one current copy of your firm's letter of certific above.	cation from no more than one of the applicable agencies listed
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	MBE
If "Yes" check and ATTACH copy of current Letter of Certification Certifying Agency:	- Category:
YesNo	
Is your organization currently certified as a Minority-Owned Busines with any of the following agencies or organizations?	s Enterprise ("MBE") or Women-Owned Business Enterprise ("WBE")

Exhibit F

W-9 (To follow this page)

- 4. The Contractor 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 Contractor's participation in the contract or other transactions with the Commission.
 - b. If the Contractor is uncertain whether a disclosure is required, the Contractor 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 Contractor 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 Contractor and that the information disclosed herein is true and complete.

	1-5-11
Signature	Date
PETER BIANCARDI	Stresman
Name (Type or Print)	Title

Slubsofibed and sworn to before me

Notary Public

OFFICIAL SEAL THOMAS RICKARD NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 09/14/2014 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.

	Name (as shown on your income tax return)					
, ci	FENCE MASTERS INC					
page	Business name, if different from above					
2			•			
Print or type Instructions	Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ► ☐ Corporation ☐ Partnership ☐ Corporation, P=partnership) ► ☐ Exempt payee					
Print or type See Specific Instructions on	Address (number, street, and apt. or suite no.) 20 400 COTTALE GROVE AVE.	Requester's name and address (optional)				
	City, state, and ZIP code CHICAGO HEIGHTS IL GOYII					
See	List account number(s) here (optional)					
Par	Part I Taxpayer Identification Number (TIN)					
Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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 <i>How to get a TIN</i> 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. Employer identification number to enter.						
Par	II Certification	<u> </u>				
Under	penalties of perjury, I certify that:	·				
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and						
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and						
	m a U.S. citizen or other U.S. person (defined below).		•			
For m	cation instructions. You must cross out item 2 above if you have been notified by the IRS the olding because you have failed to report all interest and dividends on your tax return. For real cortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, or ement (IRA), and generally, payments other than interest and dividends, you are not required to eyour correct TIN. See the instructions on page 4.	estate transaction to a	ons, item 2 does not apply.			
Sign	Signature of					

U.S. person 🕻 General Instructions

Signature of

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

Purpose of Form

Here

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:

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

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

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

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

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

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

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



Fence Wasters, Inc.

CORPORATE RESOLUTION

Peter Biancardi has full authority to sign contracts with City of Chicago, Public Building Commission.

Steve Johnson

President

Robert Mitziga

Secretary

Signed before me this 19th day of January, 2011.

Thomas Rickard

Notary Public

My commission expires 9/14/2014



ACORD,

CERTIFICATE OF LIABILITY INSURANCE

01/05/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.T HIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EX TEND 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).

PRODUCER	CONTACT Stephanie Terry, CISR		
Trissel Graham & Toole 1216 Park Avenue Muscatine, IA 52761	PHONE (A/C, No.E xt): 563.263.8221 FAX. (A/C, No.E xt): 563.263.8221 FAX. (A/C, No.E xt): 64.0006 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
Fence Masters Inc. 20400 Cottage Grove Ave Chicago Heights, IL 60411	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Nationwide Insurance Company INSURER B: INSURER C: INSURER C: INSURER E:		
COVERAGES CERTIFICATE NUMBER	INSURER F: 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.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (America ACORD 101.A delitional Fermarks Schedule; if more space is required)

Re: All work performed by the named insured PSI8.79

The Public Building Commission and the City of Chicago are included as an additional insured on the general liability policy shown above, on a primary and noncontributory basis, and including waiver of Subrogation in their favor, if required by written contract for operations being performed certificate holder

CERTIFICATE HOLDER

CANCELLATION

Public Building Commission Procurement Department Richard J. Daley Center Room 200 Chicago, IL 60602 July 11

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

Rod Dettbarn/JMF

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ACORD 25 (2009/09)

The ACORD name and logo are registered marks of ACORD

CO/ - FenceMaster - 1879 Valley Forge 11050 _ 20110105

Public Building Commission

Certificate issued to Public Building Commission Trissel Graham & Toole

01/05/2011

01/05/2011

The Public Building Commission and the City of Chicago are included as an additional insured on the automobile policy shown above, including Waiver of Subrogation in their favor, if required by written contract for operations being performed for them by the named insured and subject to policy terms, forms, and conditions.

Waiver of Subrogation on the workers' compensation in favor of The Public Building Commission and the City of Chicago if required by written contract for operations being performed for them by the named insured and subject to policy terms, forms, and conditions.