

# PUBLIC BUILDING COMMISSION STANDARD TERMS AND CONDITIONS PROFESSIONAL SERVICES AGREEMENT-Services Less Than \$25,000 Geotechnical Oversight Services – Oriole ES - PS2013B

This Contract is made and is dated March 13, 2014 by and between:

PBC:

Public Building Commission of Chicago

50 West Washington

Chicago, Illinois 60602 ("PBC") and

Consultant:

Milhouse Engineering & Construction.

inc.

60 East Van Buren, Suite 1501

Chicago, IL 60605 Attn: Joseph Zurad

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

At a not to exceed dollar amount of: \$2,000.00

Project:

**Oriole Elementary School** 

**Geotechnical Oversight Services** 

PS2013B

PUBLIC BUILDING COMMISSION OF CHICAGO

By: \_\_\_\_

Erin Lavin Cabonargi

Title: Executive Director

Date:

Consultant: Milhouse Engineering & Construction, Inc.

Rv.

1/. 2.

Date 7/3//2014

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 reperformed 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.
- 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 a Not to Exceed Amount and Expenses, which are approved prior to being incurred, as set forth in Exhibit B. 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

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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.

- 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

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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

### EXHIBIT A DESCRIPTION OF SERVICES

Consultant Services includes but limited to the following services

All coordination for Geotechnical site investigations oversight services at Oriole Elementary School shall be facilitated by the Commission Representative. Any actions required by the Vendor will require PBC approval prior to work being performed.

Commission Representative: Corey McClenahan

### 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 at a Not to Exceed Amount Fee ("Fee") of \$2,000.00 for all work included in Exhibit A. The Fee will, in the absence of a change in scope of the Project by the Commission or the issuance of Commission originated amendment constitutes the Consultant's full fee for Services.
- 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.
- B.1.3 Direct expenses include, but are not limited to copying jobs, in town transportation expenses, parking expenses, etc. All direct expenses must have prior written approval from the Commission prior to Consultant invoicing for payment.



Mr. Corey McClenahan
Project Manager – PMO
Public Building Commission of Chicago
Richard J. Daley Center, Room 200
50 West Washington St.
Chicago, IL 60602

Re: PMO Geotechnical Investigation Oversight Services

Following is a cost proposal provided in response to your request to extend services of Milhouse Engineering and Construction for geotechnical site investigations oversight which was previously provided by Milhouse as a sub-contractor under the expired Arcadis contract.

The proposal task work covers report and invoice reviews and comments through project completion for projects that have been started and are not yet completed as follows:

Personnel:

Richard D'Ambrosia, P.E., D.GE, SECB, CBIE

Senior Civil Engineer

Budget:

Wildwood Elementary School Annex (05710) - 4 hrs. (\$517)

Oriole Park Elementary School Annex (05720) – 4 hrs. (\$517)

Walter Payton College Prep High School Annex (05730) - 4 hrs. (\$517)

Total -12 hrs. @ \$129.25 = \$1551.00

Optional task – Abraham Lincoln Elementary School Annex which has scope of work documents completed, but no fieldwork completed:

40 hrs. @ \$129.25 = \$5170.00

Sincerely,

Joseph Zurad

Vice President of Engineering

Milhouse Engineering & Construction, Inc.

## EXHIBIT C INSURANCE REQUIREMENTS

(INSURANCE REQUIREMENTS ATTACHED)

#### Geotechnical Consultants PS 2013B

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 insurance coverage and requirements specified below, insuring all operations related to the Agreement.

#### E.1. INSURANCE TO BE PROVIDED:

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

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

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

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for municipal facilities insuring bodily injury, personal injury, and property damage liability. Coverage must include, but are not limited to the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability. The Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago must be named as Additional Insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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

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

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

#### E.1.4. Professional Liability

When Consultant performs work in connection with the Agreement, Professional Liability Insurance must be maintained with limits of not less than \$2,000,000 covering acts, errors, or omissions. The policy will include coverage for wrongful acts, including but not limited to errors, acts or omissions, in the rendering or failure to render professional services resulting in a pollution incident. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede the, start of work on the Agreement. Coverage must be maintained for two years after substantial completion. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

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

#### E.1.5. Property

The Consultant is responsible for all loss or damage to the Commission, the User Agency and/or the Owner's property at full

replacement cost. The Consultant is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Consultant

#### E.1.6. Valuable Papers

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

#### E.1.7 Contractors Pollution Liability

Contractors Pollution coverage is required with limits of not less than \$2,000,000 per occurrence for any portion of the services, which may entail, exposure to any pollutants, whether in the course of sampling, remedial work or any other activity under this contract. The contractor pollution liability policy will provide coverage for sums that the insured become legally obligated to pay as loss as a result of claims for bodily injury, property damage and/or clean-up costs caused by any pollution incident arising out of the Work including remediation operations, transportation of pollutants, owned and non-owned disposal sites and any and all other activities of Contractor and its subcontractors. Pollution incidents will include, but not be limited to, the discharge, dispersal, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including but not limited smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, medical waste, waste materials, lead, asbestos, silica, hydrocarbons and microbial matter, including fungi, bacterial or viral matter which reproduces through release of spores or the splitting of cells or other means, including but not limited to, mold, mildew and viruses, whether or not such microbial matter is living.

The policy will be maintained for a period of three years after final completion and include completed operations coverage. The policy will include the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago as Additional Insured on a primary and non-contributory basis for on going and completed operations.

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

#### E.1.8 Railroad Protective Liability

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

#### 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 policy has an expiration or renewal date occurring during the term of this Agreement. The Consultant must submit evidence of insurance to the Commission prior to Agreement award. 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 insurance. 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. Nonfulfillment 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 coverage is substantially changed, canceled, or non-renewed.

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

The Consultant thereby waives and agrees that their insurers waive their rights of subrogation against the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago, their respective Board members, employees, elected officials, or representatives, and/or the property owner designated in the scope of the work.

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

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

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

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 desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

Consultant must submit the following:

- Standard ACORD form Certificate of Insurance issued to the Public Building Commission of Chicago as 1. Certificate Holder including:
  - All required entities as Additional Insured a.
  - b. Evidence of waivers of subrogation
  - Evidence of primary and non-contributory status
- All required endorsements including the CG2010 2.

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

## <u>EXHIBIT D</u> DISCLOSURE OF RETAINED PARTIES

(DISCLOSURE OF RETAINED PARTIES ATTACHED)

## Attachment A DISCLOSURE OF RETAINED PARTIES

**Definitions and Disclosure Requirements** 

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

Commission bids, leases, 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.

"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.

#### Certification

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COHSUIL	ant nere		63 a3 lC	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,

This Disclosure relates to the following transaction(s):

Description or goods or services to be provided under Contract:

Name of Consultant: Milhouse Engineering & Construction, Inc.

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

#### Retained Parties:

Netallieu Falties.			
Name	Business Address	Relationship (Attorney,	Fees (indicate whether
	Security Services (Security Security Se	Lobbyist, etc.)	paid or estimated)
		Lobbyiot, dto.,	para or ostimutoay
	1		

Check Here If No Such Persons	Have been Retained or Are Anticipated	To Be Retained:
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#### 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, certify that I am authorized to execute this Disclosure of Retained Parties on

behalf of the Consultant and that the information discl	losed herein iş true and complete.	
Wille Cerato	7/3/2014	
Signature	Date	
Dolla Crater	Vice President of Business	Beration
Name (Type or Print)	Title	

Subscribed and sworn to before me

Man

Notary Public

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

Is your organization currently certified as a Minority-Owned Business Enterprise with any of the following agencies or organizations?	e ("MBE") or Women-Owned Business Enterprise ("WBE")
Yes No	
If "Yes" check and ATTACH copy of current Letter of Certification:	
Certifying Agency:	Category:
City of Chicago X	WBE
County of Cook	MBE_X
If yes, please submit a one current copy of your firm's letter of ce applicable agencies listed above.	ertification from no more than one of the
Milhouse Engineering + Construction, Inc.	7/31/2014
Company Name	Date
Dolla Crater	Dolla Cualo
Print Name	Signature

#### Client#: 843604

ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/01/2014

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).

PRODUCER	CONTACT NAME:	
USI Midwest - Euclid-Prof Liab	PHONE (A/C, No, Ext): 630 625-5219 FAX (A/C, No): 610 5	537-4939
234 Spring Lake Drive	E-MAIL ADDRESS: laurie.cloninger@usi.biz	
Itasca, IL 60143	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A: Continental Casualty Company	20443
INSURED	INSURER B: Sentinel Insurance Company Ltd.	11000
Milhouse Engineering & Construction Inc.	INSURER C : Transportation Insurance Co	20494
60 E Van Buren Ste 1501	INSURER D : Valley Forge Insurance Company	20508
Chicago, IL 60605	INSURER E : Argonaut Insurance Company	19801
	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.

	EXCLUSIONS AND CONDITIONS OF SUCH FOLICIES. LIMITS STOWN WAT THAVE BELLY REDOCKED BY THE CONTROL OF SUCH FOLICIES.							
INSR LTR	NSR TYPE OF INSURANCE		ADDL SUBR POLICY NUMBER POLICY EFF PO (MM/DD/YYYY) (MM		(MM/DD/YYYY)	LIMITS	3	
Α	GENERAL LIABILITY	Υ	Υ		04/03/2014	04/03/2015	EACH OCCURRENCE	\$1,000,000
1.,	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$10,000
	OLANIO WASE X SSSST						PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$2,000,000
	POLICY X PRO-							\$
В	AUTOMOBILE LIABILITY	Υ	Υ	83UECJG6743	04/03/2014	04/03/2015	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED X SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	AUTOS							\$
С	X UMBRELLA LIAB X OCCUR	Υ	Υ	B2057616121	04/03/2014	04/03/2015	EACH OCCURRENCE	\$5,000,000
100	EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$5,000,000
	DED X RETENTION \$10,000							\$
D	WORKERS COMPENSATION		Υ	WC425909579	04/03/2014	04/03/2015	X WC STATU- TORY LIMITS ER	
1	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	\$1,000,000
	OFFICER/MEMBER EXCLUDED?  (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$1,000,000
Е				IAE1088404	08/10/2013	08/10/2014	\$5,000,000 each clai	m /
	Liability						annual aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Professional Liability is written on a 'claims made' policy form.

RE: P2013 - Oriole Elementary School - Geotechnical Oversight Services

Valuable Papers and Records coverage is provided under policy #2054636101 with a coverage limit of \$100,000 (See Attached Descriptions)

CE	RTI	FICA	TE	HOL	DER

Public Building Commission Procurement Department Richard J Daley Center, Room 200 50 W Washington 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

Jag 1 & Lucion

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DESCRIPTIONS (Continued from Page 1)	
at each location.	
The General, Auto and Umbrella Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Public Building Commission of Chicago, the Board of Education of the City of Chicago and the City of Chicago only when there is a written contract that requires such status, and only with regard to work performed by the named insured. The General and Auto Liability policies contain a special endorsement with "Primary and Noncontributory" wording. The General Liability, Auto Liability, Umbrella Liability, Workers Compensation and Professional/Pollution Liability policies provide a Blanket Waiver of Subrogation when required by written contract.	