

OWNER REPRESENTATIVE AGREEMENT

This Agreement (“Agreement”) is made and entered into by and between the Board of Education of Harvey Public School District No. 152, Cook County, IL (“District”) and Charles Givines (“Givines”).

WITNESSETH:

WHEREAS, Givines desires to provide consulting services for the District as an Owner Representative, the District hereby contracts with Givines under the following terms and conditions:

1. **Term and Termination:** The term of this Agreement shall be from August 1, 2020 – August 31, 2021, unless terminated sooner as set-forth herein. This is an at-will, independent contractor agreement. This Agreement may be terminated by either party, for any reason or no reason, at any time without prior notice, cause, or a hearing. Givines hereby voluntarily waives any right he may have to the same.
2. **Services:** Givines consulting services shall include but not be limited to the following services:
 - a. Serve as the Owner Representative for the life safety renovations taking place in District 152 during the term of the Agreement;
 - b. Work with trade contractors to ensure plans are followed and work is completed on schedule;
 - c. Accept or reject work as permitted by the construction contracts as the Owner Representative;
 - d. Provide a first review of all requested Change Orders and invoices;
 - e. Monitor progress on a daily basis;
 - f. Assist in scheduling all work performed;
 - g. Coordinate storage of materials;
 - h. Coordinate timing of utility shut-offs between trades and the District;
 - i. Provide weekly reports to District officials as to the progress of the work;
 - j. Work with the project Architect to complete site observations and reviews.

Givines shall also perform any and all other services as from time to time may be prescribed by the Superintendent of Schools (“Superintendent”) and/or District.

3. **Compensation:** For services rendered hereunder by Givines, the District shall pay to Givines the sum of Four-Hundred Dollars (\$) per day, not to exceed three days per week. For purposes of this Agreement, a “day” shall be defined as not less than 5 hours of work. The days of the week that Givines shall work shall be as agreed to between the Superintendent and Givines, or in the absence of agreement, as determined by the Superintendent. Givines shall also be permitted use of a District vehicle during the term of this Agreement. Fuel costs for the vehicle shall be paid by the District.

4. **Withholdings from Compensation Paid to Givines:** Givines shall assume sole, absolute and exclusive responsibility for any and all mandatory withholdings from Givines' compensation, including but not limited to federal, State, and local income taxes, social security taxes, disability insurance, workers' compensation insurance, and unemployment insurance.
5. **Independent Contractors:** The parties hereto specific and intend that the relationship of each to the other is that of an independent contractor, and that Givines shall at no time be considered an employee of the District for any reason. The District shall treat Givines as an independent contractor regardless of whether Givines provides the District proof of filing a Form SS-8, *Determination of Worker Status for Purposes of Federal Employment Taxes and Income Tax Withholding*, with the Internal Revenue Services. Givines shall not be entitled to any of the rights and privileges established for the employees of the District, including but not limited to: vacations and vacation pay, sick leave with pay, paid holidays, life, accident or health insurance, participation in retirement programs by the State of Illinois or the District, rights or entitlements under any collective bargaining agreement or severance pay upon termination of this Agreement. Givines waives and releases any and all claims to any employment benefits other than those set forth in this Agreement.
6. **District Policies:** Givines shall, at all times when providing services under this Agreement, conform to the applicable policies, practices, procedures and rules set forth by the District.
7. **Compliance with Law:** Givines shall at all times during this Agreement comply with any and all applicable federal, State, and local laws.
8. **Indemnification:** To the fullest extent permitted by law each party shall indemnify, defend and hold harmless the other against any and all manner of vicarious liabilities, claims, demands, expenses, damages, losses, judgments, costs, or causes of action (including reasonable attorney's fees), which may be sustained or suffered by the other party, its employees, officers, directors, and agents, by reason of, based upon, relating to, or arising out of, or performance of any act or negligence of such party, or such party's employees, officers, directors, or agents during the performance of this Agreement.
9. **Miscellaneous:**

- a. This Agreement contains the entire understanding between the parties and supersedes all prior and contemporaneous agreements, oral or written, between the parties related to the subject matter contained herein.
- b. If any section, provision, paragraph, phrase, clause or word contained herein is held to be void, invalid, or contrary to law by a court of competent jurisdiction, it shall be deemed removed here from, and the remainder of this Agreement shall continue to have its intended full force and effect.
- c. This Agreement has been executed in Illinois and shall be governed solely in accordance with the laws of the State of Illinois in every respect. If, during the terms of this Agreement, it is found that a specific clause is illegal, the remainder of this Agreement shall remain in force and effect.
- d. In the event of legal action brought to enforce the terms of this Agreement, venue shall only be proper in the Circuit Court of Cook County, Illinois or the United States District Court for the Northern District of Illinois, Eastern Division.
- e. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of service thereof by personal service or by first class mail sent to the parties at such addresses as the parties may from time to time advise in writing. Service by mail as provided above shall be deemed made upon deposit in the mail.
- f. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties unless reduced to writing and duly authorized and signed by each of them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names on the day and year written below:

**Board of Education of Harvey Public
School District No. 152, Cook County, IL**

Charles Givines

By: A Duly Authorized Signatory

By: Charles Givines

Date:_____

Date:_____