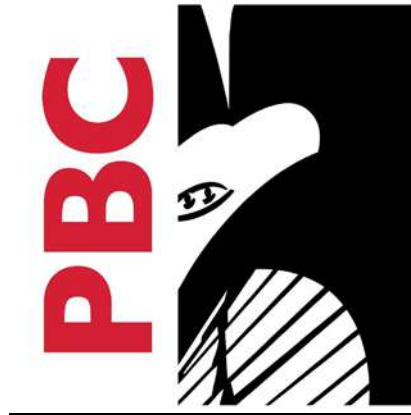


Public Building Commission of Chicago



Meeting Minutes

March 16, 2021

2:30 PM

Rescheduled Meeting of the
Board of Commissioners of the
Public Building Commission of Chicago
Over a Virtual Platform

Board of Commissioners

Lori E. Lightfoot, Chairman

Olga Camargo

James F. Ellis, Jr.

Avis LaVelle

Jose G. Maldonado, Jr.

Toni Preckwinkle

Arnold Randall

Samuel Wm. Sax

Lucino Sotelo

Mariyana T. Spyropoulos

David Todd Whittle

**PUBLIC BUILDING COMMISSION OF CHICAGO
MINUTES OF THE RESCHEDULED MEETING OF THE
BOARD OF COMMISSIONERS HELD ON MARCH 16, 2021 AT 2:30 P.M.**

The following Commissioners were present:

Chairman Lori E. Lightfoot
Commissioner Olga Camargo
James F. Ellis, Jr.
Avis LaVelle
Jose G. Maldonado, Jr.
Toni Preckwinkle
Arnold Randall
Mariyana T. Spyropoulos
David Todd Whittley - 9

Attendees present were:

Carina E. Sánchez

A. Fredd	R. Manning	T. Foucher-Weekley
R. Giderof	B. Payne	MP. Witry
L. Lypson	L. Neal	

The meeting was called to order by Chairman Lightfoot, and the presence of a quorum was established.

Following the roll call, the Commissioners were advised that there were no speakers who had registered for the public participation period pursuant to Section 2.06(g) of the Open Meetings Act.

Next, Chairman Lightfoot presented to the Board for consideration of approval the minutes of the Regular board meeting held on February 9, 2021. The reading of said minutes, which had previously been distributed, was dispensed with and upon motion duly made and seconded, the minutes of the February 9, 2021 meeting were unanimously approved.

Commissioner Maldonado then presented a report by the Administrative Operations (AO) Committee regarding its virtual meeting held on March 10, 2021 which is summarized as follows:

The Chief of Staff reported on three task order awards for Specialty Consultant Services and seven task order awards for Architect and Engineer of Record Services to previously appointed firms.

The Chief of Staff also reported on the process underway to appoint an Architect of Record for the Sauganash Elementary School Annex II Project. Lastly, she provided an update on PBC's work with the CDOT and AIS to enter into Intergovernmental Agreements for future projects. The Executive Director will provide additional details during her report.

The Chief Development Officer reported on field orders issued and provided a recommendation to approve Change Orders for two projects under tab A46c., as follows:

- A Change Order for unused Commission Contingency in the credit amount of (\$20,270.12) at the Lake View High School Renovation Project and a Change Order for work in the amount of \$11,576.58 at the Williams Park Field House Project.

The AO Committee accepted the recommendations and reports from the PBC representatives.

A copy of the Task Order Report is attached hereto as **Exhibit "A."**

Following consideration of the AO Committee report and upon motion duly made and seconded, the following Resolutions were adopted by the Board of Commissioners:

RESOLUTION NO. 8568

BE IT RESOLVED that the Board of Commissioners of the Public Building Commission hereby approves the change orders to Projects as indicated on the document entitled, "Proposed Change Order Report to the Administrative Operations Committee" and attached to the minutes of this meeting as **Exhibit "B."**

Commissioners voting in the affirmative:

Chairman Lori E. Lightfoot, Olga Camargo,
James F. Ellis, Jr., Avis LaVelle,
Jose G. Maldonado, Jr., Toni Preckwinkle,

Arnold Randall, Mariyana Spyropoulos,
and David Todd Whittley – 9

Commissioners voting in the negative:

None

The next item on the agenda was a report by Executive Director Sánchez regarding regular reports, development status and other matters. She advised the Commissioners that Chicago’s First Lady, Amy Eshleman, and Alderman Jason Ervin recently toured the newly-renovated Legler Regional Library in the West Garfield Park community. PBC worked with Ratio Architects and F.H. Paschen, SN Nielsen & Associates to restore the facility with vital renovations, technology upgrades and improved infrastructure into its original elegance to accommodate larger collections and flexible space that provides access to library services for residents of all ages. The building’s interior was repaired and the existing floor plan was reconfigured and underutilized spaces were repurposed. PBC also upgraded the mechanical, electrical and plumbing systems, and installed new furniture and equipment. In addition, PBC worked with several preservationists to reinstall Kerry James Marshall’s monumental painting, “Knowledge and Wonder.”

She also reported on events in observance of Black History Month and Women’s History Month. The exhibit, “Collaborations Beyond the Veil” with banners floating from the central balcony highlighting Women of Color was on display through April 30, 2021. During PBC’s annual Black History event, Tony Woods, the Executive Director of Public Equity, provided information on the organization’s mission to provide second chances to marginalized individuals and groups through street outreach, re-entry and organizing services for redemption, restorative justice and social equity in Englewood. She also advised that PBC staff met virtually with members of the Chicago Women in Trades in support of programs that encourage women in

non-traditional occupations and advance the mission of the Chicago Women in Trades. Finally, the Executive Director noted that PBC recognized the achievements and contributions of women throughout history by electronically sharing stories, biographies and photos to celebrate women in history and stay connected.

Following discussion and comment, the Executive Director's report was accepted.

The next item on the agenda was consideration of approval to appoint the Architect of Record for the Sauganash Elementary School Project located at 6040 North Kilpatrick Avenue. The Executive Director advised the Commissioners that the Public Building Commission had reviewed its Architect Letters of Interest and Qualifications database to identify firms with relevant experience on projects with additions and/or annexes for K-12 public schools. Following the review, 67 firms were invited to a virtual information session and 14 submissions were received from interested firms. By consensus, and in consultation with representatives of the Chicago Public Schools, the evaluation committee recommended the appointment of RADA Architect, Ltd., a Women-owned Business Enterprise firm, as the Architect of Record. On motion duly made and seconded, the following Resolution was adopted:

RESOLUTION NO. 8569

BE IT RESOLVED that the Board of Commissioners of the Public Building Commission hereby appoints RADA Architects, Ltd., a Women-owned Business Enterprise firm, as the Architect of Record for the Sauganash Elementary School Project located at 6040 North Kilpatrick Avenue.

BE IT FURTHER RESOLVED that the Executive Director and appropriate officers and staff of the Public Building Commission are hereby authorized to undertake such actions and to execute such documents, upon approval by Legal Counsel as to form and legality, as may be necessary and appropriate in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Chairman Lori E. Lightfoot, Olga Camargo,
James F. Ellis, Jr., Avis LaVelle,
Jose G. Maldonado, Jr., Toni Preckwinkle,
Arnold Randall, Mariyana Spyropoulos,
and David Todd Whittley – 9

Commissioners voting in the negative:

None

The next item on the agenda was consideration of approval of an Intergovernmental Agreement with the City of Chicago Department of Transportation (CDOT) for future projects. The Executive Director advised the Commissioners that the City of Chicago acting through CDOT has requested that PBC provide technical, administrative and project management services including acquisition, feasibility studies, planning, design, construction engineering, environmental testing, repairs, rehabilitation, renovation, demolition and construction in support of CDOT's operations in an amount not to exceed \$500,000,000 with funds to be provided by the City of Chicago. Upon motion duly made and seconded, the following resolution was adopted:

RESOLUTION NO. 8570

WHEREAS, the Public Building Commission of Chicago ("Commission") is a body corporate and politic organized and existing under and by virtue of An Act to authorize the creation of public building commissions and to define their rights, powers and duties, approved July 5, 1955 as amended (50 ILCS 20/1 et seq.); and

WHEREAS, the Commission is authorized and empowered to repair, alter, improve, furnish and equip buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services; and

WHEREAS, the City of Chicago (the "City"), an Illinois municipal corporation that joined in the creation of the Commission, acting by and through its Department of Transportation ("CDOT"), has requested that the Commission perform certain technical, administrative and management services (the "PBC Services") in support of CDOT's operations; and

WHEREAS, the PBC Services may include acquisition, feasibility studies, planning, design, construction engineering, environmental testing, repairs, rehabilitation, renovation, demolition, and construction; and

WHEREAS, the City wishes to provide to the Commission funds in an amount not to exceed \$500,000,000 from duly appropriated and authorized funds of the City for use by the Commission in performing the PBC services for the Projects identified on Exhibit A attached hereto and Additional Projects as identified in Section 2.2 hereof; and

WHEREAS, the Commission and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement; and

WHEREAS, Section 2-102-030(w) of the Municipal Code authorizes the CDOT Commissioner to enter into an intergovernmental agreement of this nature:

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners as of the Public Building Commission follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Board of Commissioners of the Public Building Commission hereby approves the Master Intergovernmental Agreement between the City of Chicago, acting through its Department of Transportation, and the Public Building Commission of Chicago (Various Projects), attached hereto as **Exhibit “C”** and incorporated herein by reference.

Section 3. The Executive Director and appropriate officials of the Public Building Commission are hereby authorized and directed to undertake such actions and to execute such documents, upon approval by Legal Counsel as to form and legality, as may be necessary in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Chairman Lori E. Lightfoot, Olga Camargo,
James F. Ellis, Jr., Avis LaVelle,
Jose G. Maldonado, Jr., Toni Preckwinkle,
Arnold Randall, Mariyana Spyropoulos,
and David Todd Whittley – 9

Commissioners voting in the negative:

None

Next, the Commissioners were presented with consideration of approval of an Intergovernmental Agreement with the City of Chicago Department of Assets, Information and Services (AIS) for future projects. The Public Building Commission has been requested to support the operations of AIS by providing certain acquisition, planning, design, building

assessments, preventative maintenance plans, capital plans, environmental testing, expansion, rehabilitation, renovation, demolition, construction and other infrastructure projects on behalf of AIS in an amount not to exceed \$250,000,000 with funds to be provided by the City of Chicago.

Upon motion duly made and seconded, the following Resolution was adopted:

RESOLUTION NO. 8571

WHEREAS, the Public Building Commission of Chicago (“PBC”) is a body corporate and politic organized and existing under and by virtue of An Act to authorize the creation of public building commissions and to define their rights, powers and duties, approved July 5, 1955 as amended (50 ILCS 20/1 et seq.) (the “PBC Act”); and

WHEREAS, the City of Chicago (the “City”), an Illinois municipal corporation, joined in the creation of the PBC pursuant to the PBC Act for the purpose, among others, of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local governmental agencies in the furnishing of essential governmental services; and

WHEREAS, the PBC is authorized and empowered by Section 14 of the PBC Act to repair, alter, improve, furnish and equip buildings, improvements and facilities for use by local public agencies in providing essential governmental, health, safety and welfare services; and

WHEREAS, the City, acting by and through the Commissioner of its Department of Assets, Information and Services (“AIS”), has requested that the Commission perform certain technical, administrative and management services (the “PBC Services”) in support of the operations of AIS; and

WHEREAS, the PBC Services may include acquisition, feasibility studies, planning, design, construction engineering, environmental testing, repairs, rehabilitation, renovation, demolition, and construction; and

WHEREAS, the City wishes to provide to the Commission funds in an amount not to exceed \$250,000,000 from duly appropriated and authorized funds of the City for use by the Commission in performing the PBC Services for the Projects identified on Exhibit A attached hereto and Additional Projects as defined in Section 2.2 hereof; and

WHEREAS, the Commission and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners as of the Public Building Commission as follows:

Section 1. The foregoing recitals are incorporated herein by reference.

Section 2. The Board of Commissioners of the Public Building Commission hereby approves the Master Intergovernmental Agreement between the City of Chicago, through its Department of Assets, Information and Services, and the Public Building Commission of Chicago (Various Projects), attached hereto as **Exhibit “D”** and incorporated herein by reference,

Section 3. The Executive Director and appropriate officials of the Public Building Commission of Chicago are hereby authorized and directed to undertake such actions and to execute such documents, upon approval as to form and legality by Legal Counsel, as may be necessary and appropriate in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Chairman Lori E. Lightfoot, Olga Camargo,
James F. Ellis, Jr., Avis LaVelle,
Jose G. Maldonado, Jr., Toni Preckwinkle,
Arnold Randall, Mariyana Spyropoulos, and
David Todd Whittley – 9

Commissioners voting in the negative:

None

The final item on the agenda was consideration of approval of a Formulation Request from the City of Chicago Department of Assets, Information and Services (AIS) for upcoming projects. The Commissioners were advised that the Public Building Commission has been requested to conduct planning activities associated with the 2021 AIS Capital Plan in coordination with AIS, the Chicago Police Department (CPD), the Chicago Public Library (CPL) and the Chicago Fire Department (CFD). The proposed undertaking would include the development of project requirements/scope, schedule and budget considerations for AIS’ review for a formulation budget in an amount not to exceed \$1,500,000. Following consideration, the following resolution was adopted:

RESOLUTION NO. 8572

BE IT RESOLVED that the Board of Commissioners of the Public Building Commission of Chicago hereby approves the Formulation Request from the Department of Assets, Information and Services (AIS) for planning activities associated with the 2021 AIS Capital Plan in coordination with CPD, CPL and CFD in an amount not to exceed \$1,500,000.

The Executive Director and appropriate officials of the Public Building Commission of Chicago are hereby authorized and directed to undertake such actions and to execute such documents, upon approval as to form and legality by Legal Counsel, as may be necessary and appropriate in order to effectuate this Resolution.

Commissioners voting in the affirmative:

Chairman Lori E. Lightfoot, Olga Camargo,
James F. Ellis, Jr., Avis LaVelle,
Jose G. Maldonado, Jr., Toni Preckwinkle,
Arnold Randall, Mariyana Spyropoulos,
and David Todd Whittley – 9

Commissioners voting in the negative:

None

There being no further business to come before the Board of Commissioners, the meeting was adjourned.

APPROVED:

Secretary

Chairman



Task Orders Awarded against Term Contracts

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

March 2021

Number of Task Orders	Type of Service	Total Dollar for type of Service
1	Environmental Renovation/Demolition Services	\$ 109,847.40
1	Surveyor Services	\$ 24,550.00
1	Construction Material Testing & Inspection Services	\$ 41,025.00
3		\$ 175,422.40

Task Orders

Project	Service	Process	Contractor	MBE/WBE	Total Dollar
Phillips Academy HS Athletic Amenities Annex	Environmental Reno/Demo	Consulting Services	Wood Environment & Infrastructure Solutions, Inc.		\$ 109,847.40
Sauganash Elementary School Annex	Surveyor	Consulting Services	V3 Companies of Illinois, Ltd.		\$ 24,550.00
Engine Company 115	Material Testing & Inspection	Consulting Services	Princeton Technical Services	MBE	\$ 41,025.00



Task Orders Awarded to AOR/EOR Firms

Public Building Commission of Chicago | Richard J. Daley Center | 50 West Washington Street, Room 200 | Chicago, Illinois 60602 | (312) 744-3090 | pbcchicago.com

March 2021				
Project Name	Service	Firm	MBE/WBE	Task Order Amount
New Belmont Cragin Replacement School	Architect of Record Services for Design Phase Schedule Acceleration	Schroeder Murchie Niemiec Gazda-Auskalnis, Ltd. (SMNG-A)		\$ 137,620.00
Rogers ES Annex and Reno	Additional Architect of Record and MEP Engineering Service for changes in the New Faculty Room	Urban Works, Ltd	MBE/WBE	\$ 11,215.38
Rudy Lozano Branch Library Renovation Feasibility Study	Architect of Record Services for Assessment, Analysis and Roof Consultant Services	Tilton Kelly + Bell, LLC	WBE	\$ 47,250.00
Read Dunning School (Taft Freshman Academy) Connector Path Project	Architect of Record Services for Bidding, CA, Closeout Services, Landscape Architecture and Electrical Consultant Services	Terry Guen Design Associates, Inc.	MBE/WBE	\$ 13,650.00
Prosser Career Academy Renovation	Architect of Record Services for ComEd Vault Services	Tilton Kelly + Bell, LLC	WBE	\$ 3,504.00
Salt Dome Replacement Facility (Grand Avenue)	Engineer of Record Services for Water Management Permit Fee	HBK Engineering, LLC		\$ 3,000.00
Joint Public Safety Training Campus Phase IA	Architect of Record Services for Feasibility Study Services (Site Analysis, Community Engagement, Concept Design and Schematic Design) and Reimbursables	Latent Design Corporation	MBE/WBE	\$ 189,750.00

PUBLIC BUILDING COMMISSION OF CHICAGO

BOARD MEETING – March 16, 2021

CHANGE ORDERS

**PUBLIC BUILDING COMMISSION
SUMMARY REPORT OF CHANGE ORDERS
FOR PBC BOARD MEETING
March 16, 2021**

A	B	C	D	E	F = (D+E)	G	H=(F+G)	I=(E+G/D)
PROJECT	CONTRACT	CONTRACTOR	ORIGINAL CONTRACT VALUE	PREVIOUSLY APPROVED BOARD CHANGES	CURRENT CONTRACT VALUE <small>(Including Previously Approved Changes)</small>	PROPOSED CHANGE ORDERS	ADJUSTED CONTRACT VALUE <small>(Including Approved Current Proposed Change Orders)</small>	APPROVED BOARD CHANGES % <small>(of Original Contract)</small>
Lake View High School Renovation 4015 N. Ashland Avenue Project Manager: Ricardo Ochoa	C1583R	Blinderman ALL JV	\$19,428,000.00	\$421,847.26	\$19,849,847.26	(\$20,270.12)	\$19,829,577.14	-0.10%
Williams Park Field House 2820 South State Street Project Manager: Randy Williams	C1593	Burling Builders, Inc.	\$7,393,000.00	\$149,380.55	\$7,542,380.55	\$11,576.58	\$7,553,957.13	0.16%

PUBLIC BUILDING COMMISSION OF CHICAGO

CHANGE ORDER

Lake View High School Renovation

4015 N. Ashland Avenue

March 16, 2021

Blinderman ALL JV

224 North Desplaines, Suite 650

Chicago, IL 60661

CHNG	BULL	CONTRACT NUMBER 1583R	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$19,428,000.00
NUM		APPROVED CHANGE ORDERS	\$421,847.26
ADJUSTED CONTRACT PRICE TO DATE			\$19,849,847.26
005	1583R-045	Deduct unused Commission Contingency. Other.	(\$20,270.12)

TOTAL CHANGE ADDITION	(\$20,270.12)
ADJUSTED CONTRACT PRICE AFTER APPROVAL	\$19,829,577.14

All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1583R heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number _____

Changes as specified above authorized for the Public Building Commission of Chicago by:

Reviewed By

Executive Director

PUBLIC BUILDING COMMISSION OF CHICAGO

CHANGE ORDER

Williams Park Field House

2820 S. State Street

March 16, 2020

Burling Builders, Inc.44 W. 60th Street

Chicago, Illinois 60621

CHNG	BULL	CONTRACT NUMBER 1593	
ORDR	NUM	ORIGINAL CONTRACT PRICE	\$7,393,000.00
NUM		APPROVED CHANGE ORDERS	\$149,380.55
ADJUSTED CONTRACT PRICE TO DATE			\$7,542,380.55

002	1593-047	Provide custom corner flat lock panels in lieu of specified panels. Error or Omission.	\$8,305.31
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002	1593-062	Provide electronic held lighting contactor and reprogramming for Lighting Control system. Error or Omission.	\$3,271.27
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TOTAL CHANGE ADDITION	\$11,576.58
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ADJUSTED CONTRACT PRICE AFTER APPROVAL	\$7,553,957.13
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All interested parties are hereby notified that the Change Order listed above shall apply to Contract No. 1593 heretofore issued by the Public Building Commission.

All parties shall apply the change as indicated above.

Resolution Number _____

Changes as specified above authorized for the Public Building Commission of Chicago by:

Reviewed By

Executive Director

**MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO, through its DEPARTMENT OF
TRANSPORTATION
AND THE PUBLIC BUILDING COMMISSION OF CHICAGO
(Various Projects)**

This Master Intergovernmental Agreement (the “**Agreement**”) dated as of April 29, 2021 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street Chicago, Illinois 60602 (the “**City**”), by and through its Department of Transportation (“**CDOT**”) and the Public Building Commission of Chicago, an Illinois municipal corporation having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the “**PBC**”).

RECITALS

- A. The City is a home rule unit of local government under the 1970 constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.
- B. On March 18, 1956, the Board of Commissioners of the County and the City Council created the PBC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 et. seq. (the “**PBC Act**”) for the purpose, among others, of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.
- C. The PBC is authorized and empowered by the PBC Act to acquire title to real property, including easements and reversionary interests in streets, alleys and other public places, by leasing, purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the PBC.
- D. The PBC has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of public improvements, buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.
- E. The PBC is authorized by Section 14 of the PBC Act to repair, alter, improve, furnish and equip such buildings and facilities, to operate and maintain such buildings and facilities and to enter into contracts for the operation, maintenance and management of such buildings and facilities in order to provide essential governmental health, safety and welfare services.
- F. The PBC and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement.
- G. Article VII Section 10 of the Constitution of the State of Illinois, as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function.

- H. The CDOT Commissioner has proposed that PBC perform certain technical, administrative and management services in support of CDOT's operations. Such services may include acquisition, feasibility studies, planning, design, construction engineering, environmental testing, repairs, rehabilitation, renovation, demolition, construction, and construction of other CDOT public infrastructure projects (the "**PBC Services**").
- I. The City, pursuant to an ordinance passed by the City Council on November 23, 2020 and published in the Journal of Council Proceedings of the City Council (the "**Journal**") for such date at pages 22988 through 23064, inclusive, and published on December 3, 2020 (the "**Bond Ordinance**"), indicated its intention to issue bonds (the "**Bonds**") and appropriated funds from Fund Number 100 (the "**Corporate Funds**") to be used for certain types of expenditures identified by the Bond Ordinance, with the expectation that the proceeds of the Bonds, when issued, will reimburse the Corporate Funds used for such expenditures.
- J. The City wishes to provide the PBC funds in an amount of not to exceed \$500,000,000 (the "**City Funds**") from the Corporate Funds, the proceeds of the Bonds, once issued, or other duly appropriated and authorized funds of the City to be used for the Projects identified on **Exhibit A**, attached hereto, and Additional Projects, as defined in **Section 2.2** hereof.
- K. Section 2-102-030(w) of the Municipal Code authorizes the CDOT Commissioner to enter into intergovernmental agreements of this nature.
- L. The parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Acquisition Activities: shall have the meaning provided in **Section 3.3** hereof.

AIS: The Department of Assets, Information and Services of the City, or any successor to said department.

AIS EHS Representative: A person employed by the City and designated by the commissioner of AIS from time to time as the City's representative with the authority to perform the City's responsibilities related to environmental health and safety review, tasks and issues for a Project or Projects.

Architect of Record: The firm or entity employed by the PBC or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authorized CDOT Representative: The person employed by the City and designated by the CDOT Commissioner from time to time as the City's representative to monitor a Project or Projects and implement the City's responsibilities under the terms and conditions of this Agreement.

Authorized PBC Representative: The person or entity employed or retained by the PBC to provide planning, development, management, administration and /or coordination services for a Project or Projects.

Board: The Board of Commissioners of the PBC.

Budget: The Budget for the development, planning, design, construction and implementation of a Project approved by the City through CDOT and the PBC. For purposes of this Agreement, the "Budget" may include, as the case may be, preliminary budget(s) established by CDOT as well as the amounts estimated to be incurred by the PBC to complete a Project as a result of the review process more fully described in **Section 2.3** hereof. Each Budget may include one or more of the following:

- (a) Formulation Budget(s) that permit the PBC to perform Formulation Services;
- (b) Undertaking Budget(s) that will permit the PBC to begin design, bidding and construction of a Project; and
- (c) Revised Budget(s) as necessary to reflect bid results or changes in scope.

Budget Director: The Budget Director of the City or her designee.

CCDD: Clean construction or demolition debris is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil, as defined in 35 Ill. Adm. Code 1100 *et. seq.*, as amended, is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD.

CDOT: The Department of Transportation of the City, or any successor to said department.

CDOT Commissioner: The commissioner of CDOT, or the duly designated designee thereof.

CDOT Project Documentation Guide: A guide dated March 14, 2017 and published by CDOT, which may be amended or restated from time to time, to supplement the Project Procedures Guide published by the Illinois Department of Transportation, the most current version of which can be found at <https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/PPG.pdf>.

Certificate of Final Acceptance: The certificate issued by the Engineer of Record or the Architect of Record for a construction Project to certify that the PBC has verified that all Punch List Work has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to CDOT.

Certificate of Substantial Completion: The certificate issued by the Engineer of Record or the Architect of Record to certify that a construction Project has been essentially completed except for Punch List Work, and the City is able to use the Project for the purpose intended.

City: The City of Chicago, an Illinois municipal corporation.

City Council: The City Council of the City.

City Funds: shall have the meaning provided in the recitals hereof.

Code: The United States Internal Revenue Code of 1986.

Contract: A contract between the PBC and a Contractor to perform services, including Acquisition Activities, and/or provide labor, materials, equipment and other Work and facilities required for the completion of a Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement or other form of agreement for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Engineer of Record or the Architect of Record for the completion of a Project and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the PBC to perform services, including PBC's general counsel for the provision of Acquisition Activities, and/or perform Work in connection with a Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity, engineering and/or computer consultant or other consultants engaged by the PBC to implement a Project.

Corporation Counsel: The Corporation Counsel, including the duly designated representative thereof, of the City.

Engineer of Record: The firm or entity employed by the PBC for the purpose of designing and observing the Work for compliance with the Contract Documents.

Environmental Documents: In addition to the SRP documents, means documents including Phase I ESA and Phase II ESAs, wetland delineations, Hazardous Building Material Surveys, other site surveys, site visit reports, any other consultant prepared reports, and any and all related correspondence, data and other information related to the environmental condition of the property.

Executive Director: The Executive Director, including the duly designated representative thereof, of the PBC.

Final Acceptance: shall have the meaning provided in **Section 10.6** hereof.

Final Completion: The last date on which all of the following events have occurred: the PBC with the concurrence of the Authorized CDOT Representative, has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents; final inspections have been completed; all deliverables as provided in **Section 10.6** hereof including all warranties have been provided to the PBC and forwarded to CDOT; all contractual requirements for final payment to the Contractor have been completed.

Final Scope: Documents provided by the PBC to CDOT that include a description of activities, Work and project parameters for a Project, agreed to by both parties.

Formulation Services: Formulation services refer to a range of planning and pre-development activities, including site selection, environmental testing, and concept design.

Hazardous Building Material Survey: shall include asbestos and LBP survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, or any other materials that may require special handling or disposal during or after demolition.

Hazardous Substances: Any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls, i.e. PCBs, crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon, mold and per- and polyfluoroalkyl substances, i.e. PFAS.

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

No Further Remediation Letter or NFR: A letter issued by the IEPA SRP after the Remedial Applicant has successfully demonstrated, through proper investigation and, where warranted, remedial action, that all environmental conditions at their remediation sites do not present a significant risk to human health or the environment.

Notice of Final Acceptance (Construction): The notice, substantially in the form attached hereto as **Exhibit D-1**, which shall be delivered by the PBC to CDOT to certify that a Certificate of Final Acceptance has been issued by the Engineer of Record or the Architect of Record for the Project, that the PBC has verified that all Punch List Work has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to CDOT.

Notice of Final Acceptance (Non-Construction): The notice, substantially in the form attached hereto as **Exhibit D-2**, which shall be delivered by the PBC to CDOT to certify that the PBC has verified that all Work related to a non-construction Project has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to CDOT.

Notice of Substantial Completion: The notice, substantially in the form attached hereto as **Exhibit C** which shall be delivered by the PBC to the Authorized CDOT Representative along with a Certificate of Substantial Completion issued by the Engineer of Record or the Architect of Record and a copy of the Punch List.

PBC: The Public Building Commission of Chicago, an Illinois municipal corporation.

PBC Act: shall have the meaning provided in the recitals hereof.

Permitted Investments: shall include all of the following with respect to the investment of Bond proceeds, the interest of which is exempt from federal income taxation under Section 103 of the Code, and with respect to the investment of Corporate Funds, shall include all of the following except SLGS, except to the extent the City has instructed the PBC in writing to further restrict investments:

(i) Certificates of deposit of banks or savings and loan associations so long as such investments (i) have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal and so long as either (i) the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public;

(ii) United States Treasury Obligations that are purchased directly from the United States Treasury, including Time Deposit Treasury Securities – State and Local Government Series and Demand Deposit Treasury Securities – State and Local Government Series (“**SLGS**”); and

(iii) Investments traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code and as described generally herein and actually purchased on an established securities market. An investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed \$100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated); and

(iv) Other investments approved in writing by the City at the time the investment is purchased.

Preliminary Scope: Documents provided by CDOT to the PBC that describe the overall program, goals and parameters of CDOT for a Project, including the preparation of any reports, deliverables, or conceptual design documents, milestones, end product(s), target funding amount and target schedule.

Project or Projects: The Initial Projects identified on Exhibit A-1 hereof and any Additional Projects that may be undertaken by the PBC on behalf of the City will be identified on a Project Notification Form executed by the parties substantially in the form attached hereto as Exhibit A-2, which may include the

planning, design, construction, preventative maintenance and maintenance plans, environmental testing, demolition, furnishing and equipping, renovations and rehabilitation work, additions, engineering, facility assessments reports and studies, camera and surveillance assessments, equipment and work, infrastructure assessments and work, capital improvement plans, and improving of certain buildings and facilities that are used and occupied by the City and operated, maintained and managed by CDOT.

Project Account: An account that will be established and used for purposes of paying the cost incurred by the PBC in implementing a related Project as more fully described in **Section 9** hereof. Each Project shall have one or more related Project Account as further described in **Section 9.3.1**.

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Engineer of Record or the Architect of Record that must be completed prior to Final Completion and Final Acceptance and the issuance of the Certificate of Final Completion. The Authorized PBC Representative and the Authorized CDOT Representative shall have the right of consult with the Engineer of Record or the Architect of Record concerning the preparation and completion of the Punch List and any disagreements on the Punch List shall be resolved to the satisfaction of the Authorized CDOT Representative and the Authorized PBC Representative.

Recognized Environmental Condition or REC: means the presence or likely presence of any regulated substance or pesticide under conditions that indicate a release, threatened release or suspected release of any regulated substance or pesticide at, on, to or from a remediation site into structures, surface water, sediments, groundwater, soil, fill or geologic materials. The term shall not include de minimis conditions that do not present a threat to human health or the environment.

Remedial Applicant or RA: Any persons seeking to perform or performing investigative or remedial activities under the IEPA Site Remediation Program.

Remedial Action Completion Report or RACR: An SRP Document attesting that all remediation objectives, site-specific response actions, and program data quality objectives have been successfully attained.

Remedial Action Plan or RAP: An SRP Document that describes the proposed remedy for contaminants and evaluates its ability and effectiveness to achieve the remediation objectives approved for the remediation site.

Remedial Action Plan Approval Letter: An SRP Document issued by the IEPA after their review and approval of the Remedial Action Plan.

Remedial Objectives Report or ROR: An SRP Document with the explanation for the selection of the remediation objectives and a description of proposed remediation measures and a demonstration of their effectiveness for remediating the recognized environmental conditions.

Remediation Work: All investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for a Site in accordance with the terms and conditions of the RAP Approval Letter for such Site issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable laws, including all applicable Environmental Laws.

Schedule: The anticipated date or dates on which a Project shall be completed.

Site or Sites: The real estate parcels or areas upon which a Project or Projects will be constructed.

Site Investigation Report: An SRP Document that is similar to a Phase II ESA, an environmental report that identifies Recognized Environmental Conditions existing at the remediation site, the related contaminants of concern, and associated factors.

Site Work: Any remediation of adverse environmental site conditions, demolition and environmental remediation or other site development work in connection with a Project that may be undertaken by the PBC, either directly or through a Contractor.

SRP: The IEPA Site Remediation Program

SRP Documents: means all documents submitted to or by the IEPA under the SRP, as amended or supplemented from time to time, including the Property Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report, Final No Further Remediation letter, and any and all related correspondence, data and other information prepared by either party.

Standard of Performance: In addition to performing the Work in full compliance with the Contract Documents and the CDOT Project Documentation Guide, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Engineer of Record or the Architect of Record has issued a Certificate of Substantial Completion to certify that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use of the Project for the purpose intended; provided, however, if the City rejects a Project as not being substantially complete in accordance with **Section 10.4**, the date of Substantial Completion will be the date upon which a Contractor remedies any outstanding issues to the satisfaction of CDOT.

Undertaking Request: The issuance of a document which has been prepared by PBC in collaboration with CDOT authorizing PBC to undertake certain services pursuant to this Agreement. The Undertaking Request shall include the Final Scope, the Budget, a description of the Project services to be performed by PBC for the Project, milestones, deliverables and any Project-specific requirements that CDOT deems advisable.

Work: Work means the obligations of a Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, tools, traffic control, transportation, superintendence, permits, inspections, insurance, taxes and all other services, facilities and expenses necessary for the full performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

**SECTION 1
INCORPORATION OF RECITALS AND DEFINITIONS; REPRESENTATIONS AND
WARRANTIES**

1.1 The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

1.2 The City and PBC each represent and warranty to the other as follows:

1.2.1 It has the right, power and authority to enter into, execute, deliver and perform its obligations under this Agreement; and

1.2.2 This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

SECTION 2 PROJECT AUTHORITY

2.1. Project(s). If acquisition is necessary for a Project and the City requests that PBC provide Acquisition Activities, the PBC hereby agrees to provide administrative, technical, professional and legal services as required in order to acquire title in and to the Sites as necessary to construct the Projects, free and clear of encumbrances which would preclude the use and development of the Sites for their intended purpose or the future conveyance thereof. The PBC will coordinate and manage the planning, design and construction of the Projects on behalf of the City. The Projects will be undertaken by the PBC pursuant to the terms of this Agreement, the Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances. The City has identified certain Projects listed on Exhibit A-1 hereof as the "Initial Projects."

2.2 Additional Projects. The City may from time to time request that the PBC undertake Projects in addition to the Initial Projects (the "Additional Projects"). Any such Additional Project will be initiated by written notification from the Budget Director and the Authorized CDOT Representative to the Executive Director in the form attached hereto as Exhibit A-2 entitled, "Project Notification Form." In no event shall the aggregate cost of the Projects exceed the amount of the City Funds.

2.3. Review of Projects. The parties by their designated representatives will review the following items as applicable to a specific Project: the proposed design, Preliminary Scope of the Work, the preliminary Budget, land acquisition budgets, environmental conditions, Site Work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Undertaking Request for such Project. Following such approval, the PBC shall proceed with the development, design, bidding, construction and implementation of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget for the mutual approval of the parties; provided, however, as the Project is intended to be designed to not exceed the Project's Budget, if the Revised Budget exceeds the Project's Budget the parties will work diligently to change the Final Scope in order to not exceed the Project's Budget until both parties are in agreement and approve the Project's Budget.

SECTION 3 RESPONSIBILITIES OF THE PARTIES

3.1 Joint Duties and Responsibilities. The City through CDOT and the PBC, acting by and through their respective duly authorized representatives, shall jointly agree upon the Preliminary Scope and

Final Scope, as applicable, for each Project, each Project's Budget, the nature and type of services to be performed by PBC for each Project, and the Schedule for each Project.

3.2 The PBC. The PBC hereby agrees to provide Acquisition Activities, as hereinafter defined, and administrative, technical, professional and legal services as required in order to complete each Project. The PBC will coordinate and manage the development, planning, and implementation of each Project. Specific responsibilities of the PBC with respect to the implementation and completion of a Project include the following (which are not necessarily presented in sequential order) with respect to such Project:

3.2.1. With the prior approval of the Authorized CDOT Representative, engage or cause to be engaged the services of such consultants as may be necessary in order to prepare bids, proposals or construction documents for a Contract and appropriate documentation, monitor the Site Work, Work and Project, and perform other services as directed by the PBC in order to implement a Project;

3.2.2. Prepare or cause to be prepared the terms and conditions of a Contract, which shall be forwarded by the PBC to the Authorized CDOT Representative for review, comment and approval prior to the solicitation of bids and/or proposals for the Work upon request;

3.2.3. Solicit or cause to be solicited bids and/or proposals for a Contract and any other Work as may be required for the implementation and completion of the Project in accordance with the requirements and the terms of this Agreement. In consultation with the Authorized CDOT Representative, the PBC will award a Contract for Work to be performed and proceed with the implementation of the Project;

3.2.4. With the prior approval of the Authorized CDOT Representative, engage the services of such architectural, engineering, computer and other experts and/or consultants as may be necessary for the implementation and completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on **Exhibit E** attached hereto and incorporated herein by reference. The PBC shall assign to the City any and all such copyrights which have been conveyed to the PBC;

3.2.5. Examine all documents submitted by a Contractor(s) and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.2.6. Obtain such surveys, title information, environmental tests (with the prior approval of the AIS EHS Representative and such tests must be accepted by the AIS EHS Representative in accordance with **Section 5**), that are approved by AIS and other reports and documents as may be necessary or advisable in order to determine the condition of the buildings and facilities and factors that may affect the costs of implementation and completion of the Project;

3.2.7. Determine the types and amounts of insurance and payment and performance bonds to be provided by a Contractor and the sufficiency of evidence that such coverages are in force as more fully described in **Section 7.3** and **Section 8.2** hereof;

3.2.8. Require and procure from a Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it in the completion of the Project prior to processing interim and final pay requests as more fully described in **Section 7.4** hereof;

3.2.9. Require, by appropriate provision in a Contract, that each Contractor indemnify, save and hold harmless the City and the PBC as more fully described in **Section 8.1** hereof;

3.2.10 With the prior approval of the Authorized CDOT Representative, approve any and all changes to a Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for such Project;

3.2.11. Apply all funds deposited in the Project Account solely to obtain the full and faithful completion of the Projects in accordance with the respective Budgets;

3.2.12. Enforce the terms and conditions of a Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the PBC to protect the best interests of the City;

3.2.13. Provide such additional services as may be requested in writing by the Authorized CDOT Representative with respect to a Project provided that sufficient funds are available to pay the costs of such services;

3.2.14. Incorporate the Standard of Performance in each Contract and enforce the Standard of Performance in all Work;

3.2.15. Incorporate into each Contract the following representation and warranty:

“Neither the contractor nor any affiliate of the Contractor is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term ‘affiliates,’ when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.”;

3.2.16. At CDOT’s direction, participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient conduct of the construction of a Project and the Acquisition Activities, when land acquisition is required; and

3.2.17 Provide user agency access to its online collaboration workspace and document management system maintained by PBC to enable CDOT to review applicable Project records contained therein including Contracts, Budgets, invoices, and other documents.

3.2.18 PBC will assign experienced staff to oversee and implement the Scope of Work of each Project. PBC and the Authorized CDOT Representative will conduct regular discussions regarding expectations and any performance related matters. PBC and CDOT will mutually agree regarding any staff reassignments.

3.3. PBC Land Acquisition. In addition to the responsibilities listed above, when land acquisition is necessary for a Project, as determined by the City in its sole discretion, the PBC may also have the following responsibilities, which shall hereafter be known as the "Acquisition Activities" and each of such Acquisition Activities shall be undertaken after receipt of the prior approval of the Authorized CDOT Representative:

3.3.1 Conduct negotiations with the owners of or persons interested in the Sites designated for the Projects regarding the purchase of such property, and prepare purchase contracts in the event of the voluntary sale of the Sites;

3.3.2 In the event that negotiations to acquire the fee simple title to a Site are not successful, prepare, file and prosecute complaints for condemnation and other pleadings in order to acquire such Site by the exercise of the power of eminent domain;

3.3.3 Execute all transactions to acquire fee simple title to the Sites, whether by deed or judgment order;

3.3.4 Negotiate with any public or quasi-public agencies or authorities having ownership or other interests in and to the Sites in order to acquire any easements or reversionary interests necessary in order to develop the Sites for the intended purpose;

3.3.5 Determine the amount of relocation assistance to be paid to persons or businesses displaced as a result of the acquisition of land for the construction of a Project in a manner consistent with the relocation policies of the PBC or the City and process applications for payment of such assistance; and

3.3.6 Prepare, or cause to be prepared, and file real estate exemption complaints and undertake such action as may be necessary and appropriate in order to obtain the tax exempt status of the Sites.

3.4 Duties and Responsibilities of City through CDOT. The Authorized CDOT Representative and the Budget Director, in consultation with the Authorized PBC Representative, shall determine the nature and scope of each Project. The City shall pay all costs of implementing the Projects as set forth in the Budget for each Project. In no event shall the PBC be obligated to pay, nor shall the PBC disburse any funds from any Project Account for any Project which exceeds the overall Budget for a Project without the written approval of the Budget Director. The PBC may re-allocate funds among line items within a Budget only as permitted by **Section 9.4** hereof. Specific responsibilities of the City include the following:

3.4.1 Provide information to PBC regarding the requirements of CDOT for each Project, including design objectives, constraints and criteria, space requirements and relationships, and Site requirements with reasonable promptness in order to avoid delay in the progress of such Project;

3.4.2 Provide a preliminary Budget for each Project which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the City and, in consultation with the Authorized PBC Representative, determine the final Budget for each Project;

3.4.3 Designate an Authorized CDOT Representative to act on CDOT's behalf with respect to the Project for the purposes of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction and acceptance of the Project;

3.4.4 In consultation with PBC, the Authorized CDOT Representative shall review and approve all costs to be incurred by PBC to implement a Project as provided in its Budget and approve in writing all change orders which cause the cost of a Project to exceed its Budget;

3.4.5 Cooperate with PBC and its consultants, Contractors, and other representatives in obtaining any necessary approvals pertaining to the Project, and execute any applications for permit or the like that may be required in order to implement the Project;

3.4.6 Provide any required notice or notices, and obtain any approvals and consents that may be necessary in order to implement a Project;

3.4.7 Pay all costs incurred by PBC in connection with the implementation of and completion of a Project as provided in the Budget for such Project; and

3.4.8 Provide such additional services as may be agreed by the parties.

3.5 Debarred Vendors. The PBC shall not engage for a Project any consultant, contractor, materials provider or other vendor that has been debarred or otherwise disqualified from doing business with the City by its Chief Procurement Officer.

SECTION 4 ACCESS AND USE OF PROPERTY

4.1 Acquisition and Disposition of Sites. When land acquisition is required, the PBC shall obtain such right, title and interest in and to a Site or Sites, free and clear of any encumbrances, zoning or other restrictions which preclude the use and development of the property for the intended purpose and which preclude the ultimate conveyance of fee simple title to the City free and clear of any such liens, claims or other encumbrances. Any such title as may be acquired by the PBC shall be for the use and benefit of the City or its designees and conveyed as directed by the City within 90 days following Substantial Completion of a Project without further approval by the City Council. Transfer of title to such Sites shall be by customary documents of conveyance that have been approved by CDOT and the Corporation Counsel and directed to the CDOT Commissioner.

4.2 Rights of Entry. It is expressly acknowledged and agreed that the PBC and the City and their respective employees, consultants and Contractors shall have the right to enter upon a Site or portion thereof owned by the PBC or the City for purposes associated with the development and implementation of a Project and other related facilities and the completion of such Project without further authorization by the PBC or the City. Any Contractor that may enter upon a Site for such purposes at the direction of the PBC or the City, as applicable, will be required to indemnify the PBC or the City, as applicable, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the PBC and CDOT, upon request, certificates of insurance evidencing the types and limits of insurance as specified on **Exhibit F**. The PBC and the City shall be named as additional insureds on all such insurance policies. The City shall cooperate with the PBC and its designated representatives in obtaining any and all approvals pertaining to the use of a Site and execute any applications for permit or the like as may be required in order to complete any such Project.

4.3 Unpermitted Encumbrances. Neither the PBC nor any of its employees, officers, agents, consultants, Contractors or their respective representatives shall engage in any activity or transaction with respect to a Site, building or facility which creates an encumbrance or lien upon such Site, building or facility.

SECTION 5 ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies.

5.1.1 Reports and Studies for the Acquisition, Disposition, Vacations and Dedications of Sites. The AIS EHS Representative is responsible for identifying environmental requirements for the acquisition, disposition, vacation and dedication of Sites. PBC is responsible for conducting the identified due diligence activities at the direction of and the cost of the City. The PBC shall perform and, within ten (10) business days after receipt by PBC, provide the AIS EHS Representative with a Phase I Environmental Site Assessment (“**Phase I ESA**”) for approval. The Phase I ESA shall be compliant with ASTM E-1527-13, or the most current ASTM standard at the time, for a Site prior to and conducted or updated within 180 days prior to the conveyance of the Site. A Freedom of Information Act request should be submitted to the City’s Department of Public Health for environmental records. The Owner Questionnaire, published by ASTM, and request for environmental records should be submitted to AIS. The AIS EHS Representative may determine that a Phase II Environmental Site Assessment (“**Phase II ESA**”) may also be required prior to acquisition, disposition, vacation or dedication and such Phase II ESA shall be provided to the AIS EHS Representative for its approval. The City must be named in a reliance letter for each Phase I ESA and Phase II ESA produced for Sites. If PBC enrolls (or is required to enroll) a Site in the SRP, it shall do so in accordance with **Section 5.2** below.

5.1.2 Reports and Studies for all Sites. It shall be the responsibility of the PBC, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Sites, including a Phase I ESA and if needed a Phase II ESA. A copy of any report that may be obtained by PBC regarding the environmental condition of a site, building or facility shall be provided to the AIS EHS Representative within ten (10) business days after such report becomes available to PBC. Neither the PBC nor the City through AIS makes any covenant, representation or warranty as to the environmental condition of a Site, building or facility.

The PBC shall cooperate and consult with the AIS EHS Representative at all relevant times (and in all cases upon the City’s request) with respect to environmental matters. The AIS EHS Representative shall have the right to review and approve the sufficiency of the Phase I ESAs and Phase II ESAs (if needed). The City must be named in a reliance letter for all environmental assessment reports produced concerning a Site.

In the event that the Phase I ESA for a Site identifies any Recognized Environmental Conditions, the PBC shall perform a Phase II ESA to ascertain the presence of any environmental impacts that may be associated with the RECs. The PBC must submit a sampling plan for the AIS EHS Representative to review. The sampling plan must include a soil boring location map and the number, depth and type of and rationale for proposed analyses. Upon the request of the AIS EHS Representative, the PBC shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Site, including updating or expanding the Phase I ESA and performing initial or additional Phase II testing. The AIS EHS Representative shall have the right to review and approve the scope of work of a Phase II ESA prior to the Phase II ESA being conducted. The Phase II ESA, if required, must be provided to the AIS EHS Representative within ten (10) business days of PBC’s receipt and approved by the AIS EHS Representative.

5.1.3 Hazardous Building Material Surveys. PBC shall be required to conduct Hazardous Building Material Surveys of all buildings constructed prior to 1981 prior to conducting any work including demolition for proposed disposition or acquisition. While conducting the work, the PBC must utilize the results of the Hazardous Building Materials Surveys and use reasonable precautions to prevent the release of Hazardous Materials, such as asbestos, lead-based paint, and other contaminants. PBC and its Contractors must

conduct such work in accordance with all local, state, and federal regulations. The Hazardous Building Material Surveys and any proposed abatement plans will be submitted to the AIS EHS Representative for review and approval prior to conducting the work.

5.1.4 Submitting Reports to IEPA. If the PBC is required to file or submit any report to the IEPA, the PBC will submit the report to AIS for review and written approval before filing or submitting the report to the IEPA. AIS will review the report within ten (10) business days from receipt of the report from the PBC and either (i) provide written approval, or (ii) notify the PBC of any questions regarding the report, in which case the PBC and AIS agree to work together with all diligence to reach an agreed upon report for the PBC to file or submit to the IEPA.

5.2 Environmental Remediation. In the event that adverse environmental conditions of a Site are discovered as a result of the investigation of the soil and environmental conditions that preclude the use of a Site for its intended purpose, the PBC will undertake or cause to be undertaken the remediation of such adverse environmental condition with funds allocated in the Budget for such purpose. PBC will immediately advise AIS regarding any environmental costs and expenses that exceed the amount allocated in a Budget, for its review and approval. PBC and AIS shall mutually agree upon appropriate action to be taken, including any modifications to the related Budget and Scope. In no event shall the PBC incur any cost or expense as a result of the condition of a Site or the remediation of environmental conditions thereon in excess of the amount provided by the City.

If contamination is noted above remediation objectives as determined by Title 35 of the Illinois Administrative Code Part 742, then the PBC must enroll the Site (or any portion thereof) in the SRP as the Remedial Applicant, unless the AIS EHS Representative determines that it is not necessary to enroll the Site in the SRP based on the proposed end use.

If the PBC enrolls (or is required to enroll) a Site in the SRP, the PBC acknowledges and agrees that it may not commence construction on the Site until the IEPA issues a Remedial Action Plan Approval Letter for the Site.

Upon receipt of the Remedial Action Plan Approval Letter for the Site, the PBC covenants and agrees to complete all Remediation Work necessary to obtain a No Further Remediation Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including the SRP Documents and any changes thereto, and the PBC's estimate of the cost to perform the Remediation Work. The PBC shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including any written communications delivered to or received from the IEPA or other regulatory agencies. The PBC acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the PBC has recorded with the Cook County Recorder of Deeds and the City has approved, a No Further Remediation Letter for the Site (to the extent required), which approval shall not be unreasonably withheld. The PBC must abide by the terms and conditions of the No Further Remediation Letter.

5.3 Underground Storage Tanks. If PBC or its Contractors, while conducting work, penetrates an underground storage tank ("UST") that results in a release, then PBC must stop work immediately and contact the AIS EHS Representative. PBC shall be responsible for removal of the UST, reporting the incident to the Illinois Emergency Management Agency and preparing IEPA reports in accordance with IEPA regulations. The PBC and AIS EHS Representative shall work together to determine the regulatory program

and remediation required for the incident in accordance with IEPA Leaking Underground Storage Tank regulations or Site Remediation Program regulations.

5.4 Material and Waste Management. If soil or CCDD must be removed from the site, it must be disposed of it at a properly permitted landfill with prior approval from AIS EHS Representative. No soil or materials generated from the Site can be disposed as “uncontaminated soil” using an IEPA LPC-662 Source Site Certification. All City soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used. The AIS EHS Representative shall have the right to review the testing results and approve of the disposal facilities to be utilized by PBC. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported to any Site for any purpose. All bulk material imported to a Site must meet the requirements of the CDOT Project Documentation Guide or obtain approval from the Authorized CDOT Representative and AIS EHS Representative.

5.5 Hazardous Substances. PBC and its Contractors shall not use or store any Hazardous Substances on a Site unless otherwise approved by the AIS EHS Representative. PBC shall promptly notify the AIS EHS Representative if any Hazardous Substances are found or spilled on a Site.

5.6 Environmental Laws. The PBC agrees that at all times during its performance of this Agreement, it shall cause each Contractor to comply with all “Environmental Laws.” “Environmental Laws” mean any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City’s request, the PBC and/or a Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION 6 CONSTRUCTION OF THE PROJECTS

6.1 Preparation of Contract Documents. The PBC shall determine whether to appoint an Engineer of Record or an Architect of Record or other design entity to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids, feasibility study, or proposals for the completion of the Project. The PBC shall provide a copy of such design submittals as may be requested by the Authorized CDOT Representative for review and timely approval. CDOT shall use its reasonable efforts to provide written comments to the PBC within ten (10) business days from the receipt of each submittal. If CDOT provides written comments to the PBC on the final design review submittal, such review submittal being denoted as final by the PBC then the PBC will work diligently with CDOT to address the comments in a manner satisfactory to all the parties and until the Authorized CDOT Representative approves the final design review submittal. The PBC shall include in the Contract Documents a space for CDOT to confirm its approval of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the PBC shall solicit bids or proposals for the construction of a Project or portion thereof by public advertisement, or from pre-

qualified contractors as determined by the PBC in accordance with its usual and customary procurement procedures. The PBC shall review and evaluate the bids or proposals received for the completion of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of completing the Project in accordance with the Budget. During the bid review period, the Authorized CDOT Representative shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder, subject to **Section 3.5** hereof.

6.3 Value Engineering; Alternate Project Approaches. If the PBC determines during project planning, design, or construction that value engineering or an alternate project approach is necessary to meet a Budget or Schedule, the PBC will coordinate with the Authorized CDOT Representative to develop such value engineering recommendations and alternate project approaches, which shall be subject to the Authorized CDOT Representative's approval prior to implementation.

6.4 Limited Applicability of Approval. Any approvals of the completion of a Project, Site Work or the Contract Documents made by the Authorized CDOT Representative are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality or the safety of a Project. It is understood and agreed that the PBC shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

6.5 Ownership of Documents. All documents including all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the completion of the Project shall be the property of the City. The PBC shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to CDOT on behalf of the City at Final Completion of the Project or conveyance of fee simple title to the Site upon which the specific Project is located.

SECTION 7 ADMINISTRATION OF THE PROJECT

7.1 Enforcement of Contract. The PBC shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate, including all applicable federal, state and local laws, codes, ordinances and orders now or hereafter in force. Such requirements include accessibility standards for persons with disabilities or environmental limitations, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, Equal Employment Opportunity and affirmative action requirements, the PBC's Special Conditions regarding Minority Business Enterprise and Women Business Enterprise participation, the City's Executive Order No. 2021-2, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

7.2 Coordination with the City. The PBC shall inform the Authorized CDOT Representative and the Budget Director of the status of progress regarding the implementation of each Project not less frequently than on a monthly basis and, upon request, provide the Authorized CDOT Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the PBC. As soon as reasonably practicable, the PBC shall provide the Budget Director with any information which may result in an increase in the amount required to complete Site Work or construction of a Project or cause the completion of a Project to be delayed. The Authorized CDOT Representative shall have the right to inspect a Project at all reasonable times and to attend meetings with representatives of the PBC, the Contractor and others regarding a Project. In order to protect the City and the PBC from incurring additional costs as a result

of unauthorized work, any requests or directions that the Authorized CDOT Representative may have with respect to the completion of a Project shall be directed to the Authorized PBC Representative and not to the Contractor. The Authorized CDOT Representative will provide to the PBC prompt, accurate and complete information regarding CDOT's requirements so that the progress of a Project will not be impeded.

7.3 Payment and Performance Bond. The PBC, as set forth in **Section 3.2.7**, shall determine the type and amount of payment and performance bonds required for a Project and require each Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the PBC. If the surety fails or is deemed by the PBC to be insufficient security for the completion of a Project, the PBC will require the Contractor to furnish an additional bond in such amount as may be determined by the PBC. Any proceeds derived by the PBC as a result of the payment and performance bonds shall be credited to the Project Account of the related Project and applied as agreed by the PBC and the City.

7.4 Waiver and Release of Liens. The PBC, as set forth in **Section 3.2.8**, shall require and procure from each Contractor waivers of liens or rights of lien for all labor and materials furnished in completing a Project. This provision shall be construed as being solely for the benefit of the PBC and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the PBC shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the liened funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the PBC shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the PBC a complete release of all liens, financial obligations or claims from the Contractor, subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the PBC all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amount so refunded shall be for the benefit of the Project and credited to the Project Account.

7.5 Default by Contractor. In the event that a Contractor defaults in its obligations under the Contract, the PBC shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Budget Director or the Corporation Counsel and approval by the Board, the PBC shall assign any of its rights and remedies for default by such Contractor to the City.

7.6 Termination of Projects.

7.6.1 The City may terminate any Projects, as long as Contracts in connection to such Projects have not yet been entered into, by a notice in writing from the City to the PBC; except that the City may also terminate any Project after the design portion has been completed but before a Contract for construction has been awarded, and if PBC has awarded a Contract for construction before the conclusion of the design portion of such Project, such Contract must be terminable by PBC at the direction of the City at the conclusion of the design portion. The City will give notice to the PBC in accordance with the provisions of Section 11. The effective date of termination will be the date the notice is received by the PBC or the date stated in the notice, whichever is later (the "**Termination Date**").

7.6.2 After the notice is received, the PBC must restrict its activities to winding down any reports, analyses, or other activities previously begun. No costs incurred after the Termination Date are

allowed except for costs related to winding down determined to be acceptable to the City in its sole discretion. Payment for any PBC Services actually and satisfactorily performed before the Termination Date is on the same basis as set forth in Section 9, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly, and such prorated amount will be determined by the City in its sole discretion. No amount of compensation, however, is permitted for unperformed PBC Services. The payment so made to the PBC is in full settlement for all PBC Services satisfactorily performed and acceptable winding down costs for the related terminated Project (the “**Final Payment**”). Any excess funds remaining in the terminated Project’s Project Account(s) must be returned to the City within ten (10) days after a Final Payment is made.

SECTION 8 INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the PBC for a Project shall require the Contractor to indemnify, save and hold harmless the PBC and the City and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of an act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The PBC, as set forth in **Section 3.2.7**, shall require each Contractor to purchase and maintain during the implementation of a Project and/or the performance of the Work, the types and amounts of insurance as shall be specified by the PBC substantially in the form attached hereto as **Exhibit F** or as otherwise agreed to by the City’s Risk Management Office. Prior to the commencement of Work on a Project, the PBC shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The City and the PBC shall be included as named insureds as their respective interests may appear on the Contractor’s insurance policies. A copy of any and all such insurance certificates shall be provided by the PBC to the Authorized CDOT Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the PBC and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance of the Notice of Substantial Completion as described in **Section 10.4** hereof, the City shall be responsible for insuring the Site including all improvements thereon.

SECTION 9 PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of implementing and completing a Project will not exceed the sums specified in the final Budget for such Project. Plans, specifications and estimates of costs shall be reviewed by the Authorized CDOT Representative and the Authorized PBC Representative. The fee for the PBC’s services for the management and administration of the Project will be included within the Project Budget. The fee for a construction Project is three percent (3%) of the estimated construction cost of the Project’s Budget and for a non-construction Project, as mutually agreed upon by the parties. The fee will be paid in installments (which will be outlined in the Budget) when approved by the PBC and the City. In addition, CDOT agrees (after approving the PBC’s choice of counsel for Material Matters as hereinafter defined) to pay or reimburse the PBC for all reasonable legal fees, costs and expenses incurred by the PBC in undertaking the Project as follows:

9.1.1 Third-Party Negligence. Claims or proceedings against the PBC or the Contractor that arise out of a claim or proceeding that is instituted by third parties as a result of any negligent or

willful act of the Contractor or any of its subcontractors or subconsultants shall be tendered to the Contractor for defense of the PBC and the City pursuant to **Section 8**, Indemnity and Insurance, of this Agreement.

9.1.2 **Construction Litigation.** The PBC will use its best efforts to enforce the provisions of each Contract so that each Project is completed in a cost efficient, timely manner. The PBC will defend or prosecute, as applicable, rights and remedies afforded by a Contract in a reasonable, prudent manner. Unless the City consents otherwise, the PBC shall pursue and exhaust, and shall pursuant to a Contract require the Contractor to pursue and exhaust any alternative dispute resolution opportunities provided for under a Contract before litigating any dispute in connection with the Project. To the extent that payment of the PBC's legal costs and expenses are not recovered from the Contractor or any surety, the City agrees to pay or reimburse the PBC for costs incurred for legal costs and expenses subject to the following conditions:

9.1.2.1 With the exception of immaterial and routine legal proceedings, such as mechanics liens claims, bond claims, and similar legal proceedings, which individually and collectively would not be material to the related Project, the PBC will not initiate any legal proceeding (any legal proceeding not so excepted, a "**Material Matter**") and no settlement for such Material Matter shall be made without the prior written consent of the Authorized CDOT Representative, Budget Director and the Corporation Counsel;

9.1.2.2 The City shall have the right to approve counsel selected by the PBC for any Material Matter;

9.1.2.3 The PBC will notify the Budget Director and the Corporation Counsel of any proceeding related to a Material Matter within ten (10) days following receipt of summons and complaint or similar notice or as otherwise directed by the Authorized CDOT Representative, Budget Director or the Corporation Counsel;

9.1.2.4 The PBC will apprise the Authorized CDOT Representative, Budget Director and the Corporation Counsel on a quarterly basis or otherwise as agreed by the parties concerning the status of any legal proceeding related to a Project;

9.1.2.5 The PBC, the Budget Director and the Corporation Counsel shall establish a separate legal budget as soon as practicable after the commencement of any legal proceeding related to a Material Matter;

9.1.2.6 The PBC will provide a monthly legal services report related to a Material Matter to the Authorized CDOT Representative, Budget Director and the Corporation Counsel and such report shall identify the legal team providing representation and the fee structure, along with other information requested by the City; and

9.1.2.7 Notwithstanding the foregoing, in the event that the PBC is judged by a court of competent jurisdiction to have been negligent or to have committed other acts of misconduct involving a claim or other legal proceeding the parties will equitably adjust the reimbursement of legal fees and costs as appropriate.

9.1.3 **Application of Funds.** Any funds that may be recovered by the PBC as a result of any such legal proceedings shall be deposited in the Project Account and disbursed as directed by the Executive Director and the Budget Director.

9.1.4 **Disclaimer.** It is expressly understood and agreed that the City will not reimburse the PBC for any legal fees on account of findings against the PBC for breach of contract and/or breach of this Agreement.

9.1.5 **Land Acquisition.** A Project's Budget will include the estimated costs of acquiring any land that may be necessary in order to construct such Project and will be paid by the City in accordance with the provisions of **Section 9.3** of this Agreement.

9.2 Conditions Precedent to Payment of Purchase Price. Prior to disbursing funds necessary to acquire a Site or portion thereof, upon request the PBC shall provide to the Authorized CDOT Representative and the Budget Director the following items, except to the extent waived by the Authorized CDOT Representative and the Budget Director:

9.2.1 a commitment for title insurance evidencing all easements and encumbrances of record;

9.2.2 two copies of a plat or survey;

9.2.3 an appraisal prepared by an appraiser approved by the City or the PBC evidencing fair cash market value;

9.2.4 evidence of the purchase price of the Site in the form of a real estate sales contract or judgment order entered by the Circuit Court of Cook County, Illinois;

9.2.5 a copy of the most recent real estate tax bill with respect to the Site; and

9.2.6 a copy of any environmental audit or report that may have been obtained by the PBC pursuant to **Section 5** hereof.

9.3 Payment of Project Costs. PBC shall provide the City with a cash flow for a Project upon request. PBC shall prepare and provide to CDOT and the Budget Director on a quarterly basis in advance, the estimated amounts that will be required to pay the costs of each Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, construction costs, administrative costs, contingency reserves and such other items as shall have been agreed by the parties ("**Request for Payment**"). CDOT shall respond to the PBC's Request for Payment within twenty (20) business days by issuing the requested payment or a written statement detailing CDOT's objections to the Request for Payment and the changes the PBC must make in order for CDOT to approve the Request for Payment. Once CDOT approves the Request for Payment and issues payment to PBC, PBC shall deposit such amounts in the appropriate Project Accounts in accordance with **Section 9.3.1** hereof to pay eligible costs of the related Projects in accordance with the procedures specified in the Contract for interim and final payments. With the exception of when CDOT and PBC are revising a Request of Proposal as described above, in the event that any payment has not been made to the PBC within thirty (30) days following receipt of a Request for Payment, PBC shall have the right to suspend its performance with respect to the Projects related to the Request for Payment until payment is received.

9.3.1 In connection with each payment, the City will identify the amount and sources of the funds provided as Corporate Funds of a particular year or proceeds of a particular series of the Bonds. PBC shall establish or maintain a separate Project Account for each different source of funds and shall not commingle funds between accounts. Each Project may have multiple related Project Accounts, e.g. a Corporate Funds 2021 account, Corporate Funds 2022 account, bond series 2021 account, bond series 2022

account, etc. PBC shall invest all funds held in Project Accounts in Permitted Investments. The PBC agrees to maintain and to provide to the City in accordance with this section adequate records with respect to the expenditure and investment of Corporate Funds and Bond proceeds. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

The PBC shall continuously invest all amounts of City Corporate Funds and Bond proceeds in Permitted Investments or as otherwise authorized by the City, with prior written approval. The PBC, in making such investments, shall take into account prudent investment standards and the date on which such moneys may be needed. All amounts received by the PBC shall be invested at all times to the greatest extent practicable in investments permitted hereunder, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States to the extent such investments are Permitted Investments for a particular source of funds. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

The City may instruct the PBC to pay a portion of such invested funds to the City for purposes of allowing the City to meet rebate and or yield restriction rules related to tax-exempt bonds from which investments are derived. The City shall be responsible for making any yield restriction or rebate payments that may be required.

9.3.2. PBC shall provide the City with a quarterly earnings and distribution report including the records for investment and expenditure activity specified in **Section 9.3.1.** above for the prior quarter, as well as supporting records for expenditures, including Contractor invoices and any monthly account statements for such prior quarter relating to investment and expenditure of funds.

9.4 Reallocation of Funds; Insufficient or Excess Funds. With the prior approval of the Authorized CDOT Representative, the PBC may re-allocate any line item in a Budget of a Project to any other cost or activity of such Project so long as the overall Budget for any such Project is not exceeded. In the event that the amounts paid to the PBC by the City for a Project pursuant to the Budget shall be insufficient to complete Acquisition Activities, Site Work and/or the completion of such Project, the PBC shall notify the Budget Director and the Authorized CDOT Representative in writing and request additional funding. All parties shall agree in writing on any other future action that may be appropriate. In no event shall the PBC be obligated to expend any funds for a Project in excess of the amounts provided by the City. Any balance remaining in a Project Account upon completion of a Project shall be disbursed as directed by the Authorized CDOT Representative and the Budget Director.

9.5 Records; Audit. The PBC shall maintain records and accounts of all financial transactions relating to the implementation of the Projects. The City shall have the right to inspect the books and records of the PBC pertaining to the Projects at all reasonable times. Such records shall be maintained by the PBC until advised by the City that such records may be disposed of. The PBC agrees to assist the City in the compilation of records related to expenditure and investment of Bond proceeds in connection with any examination by the Internal Revenue Service of the Bonds that finance all or a portion of the Projects, in connection with the computation and calculation of arbitrage rebate in connection with any Bonds, or as otherwise reasonably requested by the City.

SECTION 10 COMPLETION OF THE PROJECTS

10.1 Standards for the Work. The PBC shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement the Work consistent with the requirements of the Project approved by the PBC in consultation with representatives of CDOT. The PBC shall require the Contractor to complete the Project in accordance with the Standard of Performance set forth in this Agreement and the requirements of the Contract. The PBC shall also require that the Contractor correct any deficient or defective work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("**Contractor's Warranty**"), the PBC shall assist the City in causing the Contractor to correct, repair or replace any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced will have the warranty period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the PBC's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the PBC will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

10.2 Completion Requirements. The PBC shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Project including the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon Final Completion, the PBC will cause copies of the Certificate of Final Completion issued by the Engineer of Record or the Architect of Record and all other relevant documents to be delivered to CDOT. Any liquidated damages that may be assessed by the PBC against a Contractor for non-performance or delay will be credited to that Project's Project Account or otherwise disbursed as agreed by the Authorized CDOT Representative and the Budget Director.

10.3 Inspections. All Work and materials constituting a Project shall be inspected by the Authorized PBC Representative, the Engineer of Record or the Architect of Record, the Authorized CDOT Representative and any other personnel as designated by the City. The PBC shall notify the Authorized CDOT Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The Authorized CDOT Representative shall have the right to attend any and all such inspections. The PBC will monitor completion of Punch List Work by the Contractor and update the Authorized CDOT Representative on a periodic basis.

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Engineer of Record or the Architect of Record, the PBC shall deliver to the Authorized CDOT Representative a copy of such certificate. Upon delivery to the Authorized CDOT Representative of such certificate along with the notice substantially in the form attached hereto as **Exhibit C**, CDOT shall use reasonable efforts to review the Certificate of Substantial Completion within ten (10) business days from receipt of the Certificate of Substantial Completion and provide a written acceptance thereof. If, however, CDOT contests the Certificate of Substantial Completion, the PBC and CDOT agree to work together with all diligence to remedy any outstanding issues to the satisfaction of CDOT, at which point CDOT will accept the Project as substantially complete.

10.5 Transfer of Responsibility. Within five (5) business days following acceptance by CDOT of the documents as provided in **Section 10.6** below, the City shall assume responsibility for the Project from that date forward including, as applicable, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security, personnel and insurance to a level as determined to be appropriate by the City. In addition, if PBC acquired the Site for the Project pursuant to **Section 3.3** hereof, concurrently with Final Acceptance, the PBC shall convey title to the Site acquired for the Project to the City by and through the CDOT Commissioner or the Corporation Counsel as directed by CDOT. Title to the Site shall be free and clear of encumbrances which would preclude the use of the Site for its intended purpose and free and clear of any liens, restrictions or other encumbrances which would preclude the transfer of fee simple title.

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Engineer of Record or the Architect of Record and a letter from CDOT authorizing a transfer of maintenance, the PBC shall deliver to the Authorized CDOT Representative a Notice of Final Acceptance (Construction), substantially in the form attached hereto as **Exhibit D-1** along with a copy of the Certificate of Final Completion issued by the Engineer of Record or the Architect of Record. In connection with a non-construction Project, PBC shall deliver to the Authorized CDOT Representative a Notice of Final Acceptance (Non-Construction), substantially in the form attached hereto as **Exhibit D-2**. The Notice of Final Acceptance (Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to CDOT: all reports, including environmental reports; permits and licenses; shop drawings; "as-built" drawings; subcontractor/manufacturers warranties; quality assurance and quality control certification; and hardcopies of and a flash drive, or other approved digital or electronic method, containing all documents contained in the Engineer of Record's or the Architect of Record's project file for the Project or otherwise required by the Authorized CDOT Representative. The Notice of Final Acceptance (Non-Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to CDOT: all reports, deliverables, and hardcopies of and a flash drive, or other approved digital or electronic method, containing all documents contained in PBC's project file for the Project or otherwise required by the Authorized CDOT Representative. Upon delivery of such certificates and notices by the Authorized PBC Representative to the Authorized CDOT Representative, CDOT shall use reasonable efforts to review such certificates and notices within ten (10) business days from receipt of such certificates and notices and provide a written acceptance thereof ("**Final Acceptance**"). If, however, CDOT contests the such certificates and notices, the PBC and CDOT agree to work together with all diligence to remedy any outstanding issues to the satisfaction of CDOT, at which point the PBC shall submit a revised Certificate of Final Completion and Notice of Final Acceptance (Construction) or Notice of Final Acceptance (Non-Construction) to CDOT for review and final approval as described previously in this paragraph.

10.7 Final Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Engineer of Record or the Architect of Record, the PBC shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

SECTION 11 NOTICES

11.1 Notices to Parties. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City:	Commissioner City of Chicago Department of Transportation
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EXHIBIT C

2 North LaSalle Street, Suite 200
Chicago, Illinois 60602

Budget Director
City of Chicago
Office of Management and Budget
121 North LaSalle Street
City Hall - Room 604
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago - Department of Law
121 North LaSalle Street
City Hall - Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the PBC: Executive Director
Public Buildings Commission of Chicago
50 West Washington Street - Room 200
Chicago, Illinois 60602

with a copy to: Neal and Leroy, LLC
20 South Clark Street - Suite 2050
Chicago, Illinois 60603
Attention: Anne L. Fredd

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt requested) or upon receipt if hand delivered.

11.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

**SECTION 12
MISCELLANEOUS PROVISIONS**

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of the PBC Board nor any member of any agency, board, commission or department of the City nor any official or employee of the City or the PBC shall have any financial or ownership interest direct or indirect in the Site of any Contract nor shall any such member, official or employee participate in any decision which affects his or her personal interest or in the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the PBC shall be personally liable for the performance of the City or the PBC of the terms and conditions of this Agreement.

12.3 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

12.4 Disclaimer. No provision of this Agreement, nor any act of the City or the PBC shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or a joint venture, or of any association or relationship involving the City or the PBC.

12.5 Headings; Interpretation. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The words “include,” “includes” and “including” shall be deemed to be followed by the words “(without limitation)” whether or not such words are expressed.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the City and the PBC. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[The remainder of this page is intentionally blank—Signature page immediately follows]

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By:  _____
Commissioner
Department of Transportation

By: _____
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Transportation

By: Reshona Jones
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Transportation

By: _____
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By:  _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**

By:  _____

Name: Jeanette Sublett

Title: PBC General Counsel - Neal & Leroy

EXHIBIT A-1
Description of Initial Projects

As described in this Agreement, CDOT wishes to utilize the services of the PBC for Work related to certain capital projects such as the planning, design and construction of public infrastructure including streetscapes, sidewalks, roadways, alleys, street lighting, traffic signals, public utilities, bridges, viaducts, tunnels, underpasses, shoreline revetments, riverwalks, transit stations, all work incidental to the implementation of these and any other public infrastructure project under the purview of CDOT. The PBC will work with CDOT to confirm scope, budget, and schedule in connection with the Initial Projects listed below.

<u>Project Name</u>	<u>Category</u>	<u>Type</u>	<u>Est. Value</u>	<u>ETA to PBC</u>
1) Morgan Shoal Shoreline	Shoreline	Design	\$3.4M	Q2 2021
2) N. LSD over Irving Park Rd (SN 016-6186)	Bridge	Design/Constr.	\$1.0M	Q2 2021
3) N. LSD over Montrose Ave (SN 016-6185)	Bridge	Design/Constr.	\$1.0M	Q2 2021
4) Michigan Ave. Bascule Bridge House (SN 016-6035)	Bridge	Design/Constr.	\$0.5M	Q2 2021
5) Roosevelt Road Bascule Bridge House (SN 016-6007)	Bridge	Design/Constr.	\$0.6M	Q2 2021
6) Fullerton Ave Bridge (SN 016-6080)	Bridge	Design/Constr.	\$1.15M	Q1 2022
7) Columbus Dr. - North of the River (SN 016-6338)	Bridge	Design/Constr.	\$1.15M	Q1 2022
9) Western Ave over the San.& Ship Canal	Bridges	Construction	\$12M	Q3 2022
10) Burley Ave. (106th St. to 126th Pl.)	Roadway	Construction	\$20M	Q3 2022
11) WPA Term Contracts	Res.Street	Construction	\$40M	Q2 2021
12) Viaduct Vertical Clearance 1	Viaduct	Construction	\$5M	Q2 2022
13) Viaduct Vertical Clearance 2	Viaduct	Construction	\$5M	Q4 2022
14) Viaduct Vertical Clearance 3	Viaduct	Construction	\$5M	Q4 2023
15) ISW Streetscape 79 th Street	Streetscape	Construction	\$10M	Q2 2022
16) ISW Streetscape 63rd Street	Streetscape	Construction	\$10.5M	Q3 2022
			Total: \$116.3M	

**EXHIBIT A-2
Project Notification Form
Additional Projects**

Address of Project:

PIN:

Legal Description of Project:

Description of Project:

Authorized CDOT Representative:

Maximum Amount of Funds:

Special Conditions:

City: _____
Commissioner, Department of Transportation

Date

City: _____
Budget Director

Date

EXHIBIT C

EXHIBIT B
Intentionally Omitted.

**EXHIBIT C
NOTICE OF SUBSTANTIAL COMPLETION**

Date:

Name:

Commissioner
Department of Transportation
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

Enclosed please find a Certificate of Substantial Completion as issued by the [Engineer of Record] [Architect of Record] and a copy of the Punch List, for the above-referenced project.

The Public Building Commission is in the process of completing the remaining punch list work. Copies of all warranties are currently being assembled and will be transmitted to you upon Final Completion of the project. Training of staff has been completed, and draft copies of warranties have been provided to CDOT.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director- PBC

ACCEPTED BY:

Commissioner, Department of Transportation

Date

**EXHIBIT D-1
NOTICE OF FINAL ACCEPTANCE (CONSTRUCTION)**

Date:

Name:

Commissioner
Department of Transportation
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

Enclosed please find a Certificate of Final Completion as issued by the [Engineer of Record][Architect of Record] for the above-referenced project.

The Public Building Commission has verified that all punch list work has been completed. Copies of all warranties are transmitted to you concurrently with this notice and the warranty end date shall be one (1) year from the date of the Commissioner's signature below.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director- PBC

ACCEPTED BY:

Commissioner, Department of Transportation

Date

**EXHIBIT D-2
NOTICE OF FINAL ACCEPTANCE (NON-CONSTRUCTION)**

Date:

Name:

Commissioner
Department of Transportation
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

The Public Building Commission has verified that all work for the above-mentioned project has been completed.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director– PBC

ACCEPTED BY:

Commissioner, Department of Transportation

Date

**EXHIBIT E
COPYRIGHT PROVISIONS**

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed works made for hire within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 *et seq.*, and that the PBC, the City, and CDOT (the City and CDOT collectively referred to in this Exhibit E as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the PBC and the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals thereof, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the PBC, perform all acts that the PBC may reasonably request in order to assist the PBC and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the PBC and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the PBC's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the PBC or by the User Agency, as applicable.

EXHIBIT F
Insurance Requirements

City of Chicago
Contract Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1.) Worker's Compensation and Employers Liability

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

2.) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency, are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence with the same terms herein.

4.) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency, are to be named additional insureds on a primary, non-contributory basis.

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

5.) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6.) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer, backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing and equipment stored off site or in transit. The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Commission and /or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools, and supplies) owned, rented or used by Contractor.

7.) Railroad Protective Liability

When any work is to be done, adjacent to or on railroad or transit property, Contractors must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate 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.

B. ADDITIONAL REQUIREMENTS

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

provided or the Contract may be terminated.

The Public Building Commission and/or the City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for sixty (60) days prior written notice to be given to the Public Building Commission in the event coverage is substantially changed, canceled or non-renewed.

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, and elected officials, agents or representatives of the City of Chicago and the Illinois Environmental Protection Agency.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, the City of Chicago and the Illinois Environmental Protection Agency do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.

**MASTER INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO, through its
DEPARTMENT OF ASSETS, INFORMATION AND SERVICES
AND THE PUBLIC BUILDING COMMISSION OF CHICAGO
(Various Projects)**

This Master Intergovernmental Agreement (the “**Agreement**”) dated as of April 1, 2021 is made by and between the City of Chicago, an Illinois municipal corporation, having its principal offices at City Hall, 121 North LaSalle Street Chicago, Illinois 60602 (the “**City**”), by and through its Department of Assets, Information and Services (“**AIS**”) and the Public Building Commission of Chicago, an Illinois municipal corporation having its offices at the Richard J. Daley Center, Room 200, Chicago, Illinois 60602 (the “**PBC**”).

RECITALS

- A. The City is a home rule unit of local government under the 1970 constitution of the State of Illinois and has the authority to promote the health, safety and welfare of its inhabitants to furnish essential governmental services through its various departments and agencies and to enter into contractual agreements with units of local government for the purpose of achieving the aforesaid objectives.
- B. On March 18, 1956, the Board of Commissioners of the County and the City Council created the PBC pursuant to the Public Building Commission Act of the State of Illinois, 50 ILCS 20/1 et. seq. (the “**PBC Act**”) for the purpose, among others, of facilitating the funding, acquiring and constructing of public buildings, improvements and facilities for use by local public agencies in the furnishing of essential governmental services.
- C. The PBC is authorized and empowered by the PBC Act to acquire title to real property, including easements and reversionary interests in streets, alleys and other public places, by leasing, purchase or the exercise of eminent domain, for public improvements in an area or areas that have been selected, located and approved by the governing bodies of the City and the PBC.
- D. The PBC has heretofore undertaken the acquisition, construction, alteration, repair, renovation, rehabilitation and equipping of public improvements, buildings and facilities for use by various public bodies including the City, the Board of Education of the City of Chicago, the Chicago Park District, and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois.
- E. The PBC is authorized by Section 14 of the PBC Act to repair, alter, improve, furnish and equip such buildings and facilities, to operate and maintain such buildings and facilities and to enter into contracts for the operation, maintenance and management of such buildings and facilities in order to provide essential governmental health, safety and welfare services.
- F. The PBC and the City are units of government within the meaning of the Constitution of the State of Illinois, 1970, Article VII, Section 10, having the power and authority to enter into an intergovernmental agreement.

- G. Article VII Section 10 of the Constitution of the State of Illinois, as well as the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes and encourages units of local government to contract or otherwise associate amongst themselves to obtain or share services and to exercise, combine, or transfer any power or function.
- H. The AIS Commissioner has proposed that PBC perform certain technical, administrative and management services in support of AIS's operations. Such services may include acquisition, planning, design, building assessments, preventative maintenance plans, capital plans, environmental testing, expansion, rehabilitation, renovation, demolition, construction, and other infrastructure projects (the "**PBC Services**").
- I. The City, pursuant to an ordinance passed by the City Council on October 5, 2016 and published in the Journal of Council Proceedings of the City Council (the "**Journal**") for such date at pages 32566 through 32640, inclusive (the "**2017A Bond Ordinance**"), issued the General Obligation Bonds Project and Refunding Series 2017A (the "**2017A Bonds**").
- J. The City, pursuant to an ordinance passed by the City Council on March 13, 2019 and published in the Journal for such date at pages 95531 through 95598, inclusive (the "**2019A Bond Ordinance**"), issued the General Obligation Bonds Series 2019A (the "**2019A Bonds**").
- K. The City, pursuant to an ordinance passed by the City Council on November 23, 2020 and published in the Journal for such date at pages 22988 through 23064, inclusive, and published on December 3, 2020 (the "**2020 Bond Ordinance**," and together with the 2017A Bond Ordinance and 2019A Bond Ordinance, the "**Bond Ordinance**"), indicated its intention to issue bonds (the "**New Bonds**," and together with the 2017A Bonds and the 2019A Bonds, the "**Bonds**") and appropriated funds from Fund Number 100 (the "**Corporate Funds**") to be used for certain types of expenditures identified by the 2020 Bond Ordinance, with the expectation that the proceeds of the New Bonds, when issued, will reimburse the Corporate Funds used for such expenditures.
- L. The City wishes to provide the PBC funds in an amount not to exceed \$250,000,000 (the "**City Funds**") from the proceeds of the 2017A Bonds, the 2019A Bonds, Corporate Funds or the proceeds of the New Bonds, once issued, or other duly appropriated and authorized funds of the City to be used for the Projects identified on **Exhibit A**, attached hereto, and Additional Projects, as defined in **Section 2.2** hereof.
- M. The Bond Ordinance authorizes the City to enter into this Agreement.
- N. The parties have determined that it is necessary, desirable and in the public interest to enter into this Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois in order to set forth their respective objectives, duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the implementation of the Project.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

DEFINITIONS

For purposes of this Agreement, each of the following terms shall have the respective meaning assigned to it as follows:

Acquisition Activities: shall have the meaning provided in **Section 3.3** hereof.

AIS: The Department of Assets, Information and Services of the City, or any successor to said department.

AIS Commissioner: The commissioner of AIS, or the duly designated designee thereof.

AIS EHS Representative: A person employed by the City and designated by the AIS Commissioner from time to time as the City's representative with the authority to perform the City's responsibilities related to environmental health and safety review, tasks and issues for a Project or Projects.

AIS Deputy Representative: A person employed by the City and designated by the AIS Commissioner from time to time who shall be the City's representative with the authority to approve the Final Scope, Budget and provide Final Acceptance for a Project or Projects.

AIS Project Representative: The person employed by the City and designated by the AIS Commissioner from time to time as the City's representative to monitor a Project or Projects and implement the City's responsibilities under the terms and conditions of this Agreement, except for the duties for which the AIS Deputy Representative and the AIS EHS Representative are responsible.

Architect of Record: The firm or entity employed by the PBC or its designee for the purpose of designing and observing the Work for compliance with the Contract Documents.

Authorized PBC Representative: The person or entity employed or retained by the PBC to provide planning, development, management, administration and /or coordination services for a Project of Projects.

Board: The Board of Commissioners of the PBC.

Budget: The Budget for the development, planning, design, construction and implementation of a Project approved by the City through AIS and the PBC. For purposes of this Agreement, the "Budget" may include, as the case may be, preliminary budget(s) established by AIS as well as the amounts estimated to be incurred by the PBC to complete a Project as a result of the review process more fully described in **Section 2.3** hereof. Each Budget may include one or more of the following:

- (a) Formulation Budget(s) that permit the PBC to perform Formulation Services;
- (b) Undertaking Budget(s) that will permit the PBC to begin design, bidding and construction of a Project; and
- (c) Revised Budget(s) as necessary to reflect bid results or changes in scope,

Budget Director: The Budget Director of the City or her designee.

CCDD: Clean construction or demolition debris is uncontaminated broken concrete without protruding metal bars, bricks, rock, stone, or reclaimed asphalt pavement generated from construction or demolition activities. When uncontaminated soil, as defined in 35 Ill. Adm. Code 1100 *et. seq.*, as amended, is mixed with any of these materials, the uncontaminated soil is also considered CCDD. Uncontaminated soil that is not mixed with other CCDD materials is not CCDD.

Certificate of Final Acceptance: The certificate issued by the Architect of Record or Engineer of Record for a construction Project to certify that the PBC has verified that all Punch List Work has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to AIS.

Certificate of Substantial Completion: The certificate issued by the Architect of Record or Engineer of Record to certify that a construction Project has been essentially completed except for Punch List Work, and the City is able to use the Project for the purpose intended.

City: The City of Chicago, an Illinois municipal corporation.

City Council: The City Council of the City.

City Funds: Shall have the meaning provided in the recitals hereof.

Code: The United States Internal Revenue Code of 1986.

Contract: A contract between the PBC and a Contractor to perform services, including Acquisition Activities, and/or provide labor, materials, equipment and other Work and facilities required for the completion of a Project. For purposes of this Agreement, the term "Contract" may include a professional services agreement or other form of agreement for Project-related activities.

Contract Documents: The drawings, specifications and program requirements (including, civil, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) developed by the Architect of Record or Engineer of Record for the completion of a Project and all other documents attached to the Contract and/or incorporated by reference into the Contract.

Contractor: An individual or firm that contracts with the PBC to perform services, including PBC's general counsel for the provision of Acquisition Activities, and/or perform Work in connection with a Project in accordance with the Standard of Performance as provided in this Agreement. For purposes of this Agreement, the term "Contractor" may include a general or specialty contractor, subcontractor, design entity, engineering and/or computer consultant or other consultants engaged by the PBC to implement a Project.

Corporation Counsel: The Corporation Counsel, including the duly designated representative thereof, of the City.

Engineer of Record: The firm or entity employed by the PBC for the purpose of designing and observing the Work for compliance with the Contract Documents.

Environmental Documents: In addition to the SRP documents, means documents including Phase I ESA and Phase II ESAs, wetland delineations, Hazardous Building Material Surveys, other site surveys, site visit reports, any other consultant prepared reports, and any and all related correspondence, data and other information related to the environmental condition of the property.

Executive Director: The Executive Director, including the duly designated representative thereof, of the PBC.

Final Acceptance: shall have the meaning provided in **Section 10.6** hereof.

Final Completion: The last date on which all of the following events have occurred: the PBC with the concurrence of the AIS Project Representative, has determined that all Punch List Work and any other remaining Work has been completed in accordance with the Contract Documents; final inspections have been completed; all deliverables as provided in **Section 10.6** hereof including all warranties have been provided to the PBC and forwarded to AIS; and all contractual requirements for final payment to the Contractor have been completed.

Final Scope: Documents provided by the PBC to AIS that include a description of activities, Work and project parameters for a Project, agreed to by both parties.

Formulation Services: Formulation services refer to a range of planning and pre-development activities, including site selection, environmental testing, and concept design.

Hazardous Building Material Survey: shall include asbestos and LBP survey, visually inspecting the Site to determine the presence and location of polychlorinated-biphenyl (PCB)-containing equipment and materials (such as lighting ballasts, switchgears, transformers, and hydraulic fluids), mercury-containing equipment and materials (mercury lamps, thermostats, switches, thermometers, regulators, and gauges), radioactive material-containing equipment and/or waste, medical wastes (such as biological or infectious wastes, hazardous chemicals, and/or wastes), refrigerants such as chlorofluorocarbons (CFCs), large appliances or equipment, or any other materials that may require special handling or disposal during or after demolition.

Hazardous Substances: Any toxic substance, hazardous material, hazardous chemical or hazardous, toxic or dangerous waste defined or qualifying as such in (or for the purposes of) any Environmental Laws, or any pollutant, toxic vapor, or contaminant, and shall include, but not be limited to, polychlorinated biphenyls, i.e. PCBs, crude oil, any fraction thereof, or refined petroleum products such as oil, gasoline, or other petroleum-based fuels, lead paint, asbestos or asbestos-containing materials, urea formaldehyde, any radioactive material or by-product material, radon, mold and per- and polyfluoroalkyl substances, i.e. PFAS.

IEPA: The Illinois Environmental Protection Agency.

Municipal Code: The Municipal Code of Chicago.

No Further Remediation Letter or NFR: A letter issued by the IEPA SRP after the Remedial Applicant has successfully demonstrated, through proper investigation and, where warranted, remedial action, that all environmental conditions at their remediation sites do not present a significant risk to human health or the environment.

Notice of Final Acceptance (Construction): The notice, substantially in the form attached hereto as **Exhibit D-1**, which shall be delivered by the PBC to AIS to certify that a Certificate of Final Acceptance has been issued by the Engineer of Record or the Architect of Record or Engineer of Record for the Project, that the PBC has verified that all Punch List Work has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to AIS.

Notice of Final Acceptance (Non-Construction): The notice, substantially in the form attached hereto as **Exhibit D-2**, which shall be delivered by the PBC to AIS to certify that the PBC has verified that all Work related to a non-construction Project has been completed, and that all deliverables, including the items as provided in **Section 10** have been transmitted to AIS.

Notice of Substantial Completion: The notice, substantially in the form attached hereto as **Exhibit C** which shall be delivered by the PBC to the AIS Project Representative along with a Certificate of Substantial Completion issued by the Architect of Record or Engineer of Record and a copy of the Punch List.

PBC: The Public Building Commission of Chicago, an Illinois municipal corporation.

PBC Act: shall have the meaning provided in the recitals hereof.

Permitted Investments: shall include all of the following with respect to the investment of Bond proceeds, the interest of which is exempt from federal income taxation under Section 103 of the Code, and with respect to the investment of Corporate Funds, shall include all of the following except SLGS, except to the extent the City has instructed the PBC in writing to further restrict investments:

(i) Certificates of deposit of banks or savings and loan associations so long as such investments (i) have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal and so long as either (i) the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public;

(ii) United States Treasury Obligations that are purchased directly from the United States Treasury, including Time Deposit Treasury Securities – State and Local Government Series and Demand Deposit Treasury Securities – State and Local Government Series (“**SLGS**”); and

(iii) Investments traded on an established securities market, within the meaning of regulations promulgated under Section 1273 of the Code and as described generally herein and actually purchased on an established securities market. An investment is traded on an established securities market only if at any time during the 31-day period ending 15 days after the purchase date: (i) within a reasonable period of time after the sale, the price for an executed purchase or sale of the investment (or information sufficient to calculate the sales price) appears in a medium that is made available to issuers of debt instruments, persons that regularly purchase or sell debt instruments (including a price provided only to certain customers or to subscribers), or persons that broker purchases or sales of debt instruments; (ii) there are one or more firm quotes for the investment (a firm quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the quoted price is substantially the same as the price for which the person receiving the quoted price could purchase or sell the property; a price quote is considered to be available whether the quote is initiated by a person providing the quote or provided at the request of the person receiving the quote; the identity of the person providing the quote must be reasonably ascertainable for a quote to be considered a firm quote for this purpose; a quote will be considered a firm quote if the quote is designated as a firm quote by the person providing the quote or if market participants typically purchase or sell, as the case may be, at the quoted price, even if the party providing the quote is not legally obligated to purchase or sell at that price); or (iii) there are one or more indicative quotes for the investment (an indicative quote is considered to exist when a price quote is available from at least one broker, dealer, or pricing service (including a price provided only to certain customers or to subscribers) for property and the price quote is not a firm quote described in the prior clause). However, a maturity of a debt instrument is not treated as traded on an established market if at the time the determination is made the outstanding stated principal amount of the maturity that includes the debt instrument does not exceed \$100,000,000 (or, for a debt instrument denominated in a currency other than the U.S. dollar, the equivalent amount in the currency in which the debt instrument is denominated); and

- (iv) Other investments approved in writing by the City at the time the investment is purchased.

Preliminary Scope: Documents provided by AIS to the PBC that describe the overall program, goals and parameters of AIS for a Project, including the preparation of any reports, deliverables, or conceptual design documents, milestones, end product(s), target funding amount and target schedule.

Project or Projects: The Initial Projects identified on Exhibit A-1 hereof and any Additional Projects that may be undertaken by the PBC on behalf of the City will be identified on a Project Notification Form executed by the parties substantially in the form attached hereto as Exhibit A-2, which may include the planning, design, construction, preventative maintenance and maintenance plans, environmental testing, demolition, furnishing and equipping, renovations and rehabilitation work, additions, engineering, facility assessments reports and studies, camera and surveillance assessments, equipment and work, infrastructure assessments and work, capital improvement plans, and improving of certain buildings and facilities that are used and occupied by the City and operated, maintained and managed by AIS.

Project Account: An account that will be established and used for purposes of paying the cost incurred by the PBC in implementing a related Project as more fully described in **Section 9** hereof. Each Project shall have one or more related Project Account as further described in **Section 9.3.1**.

Punch List or Punch List Work: Minor adjustments or repairs in the Work as determined by the Architect of Record or Engineer of Record that must be completed prior to Final Completion and Final Acceptance and the issuance of the Certificate of Final Completion. The Authorized PBC Representative and the AIS Project Representative shall have the right of consult with the Architect of Record or Engineer of Record concerning the preparation and completion of the Punch List and any disagreements on the Punch List shall be resolved to the satisfaction of the AIS Project Representative.

Recognized Environmental Condition or REC: means the presence or likely presence of any regulated substance or pesticide under conditions that indicate a release, threatened release or suspected release of any regulated substance or pesticide at, on, to or from a remediation site into structures, surface water, sediments, groundwater, soil, fill or geologic materials. The term shall not include de minimis conditions that do not present a threat to human health or the environment.

Remedial Applicant or RA: Any persons seeking to perform or performing investigative or remedial activities under the IEPA Site Remediation Program.

Remedial Action Completion Report or RACR: An SRP Document attesting that all remediation objectives, site-specific response actions, and program data quality objectives have been successfully attained.

Remedial Action Plan or RAP: An SRP Document that describes the proposed remedy for contaminants and evaluates its ability and effectiveness to achieve the remediation objectives approved for the remediation site.

Remedial Action Plan Approval Letter: An SRP Document issued by the IEPA after their review and approval of the Remedial Action Plan.

Remedial Objectives Report or ROR: An SRP Document with the explanation for the selection of the remediation objectives and a description of proposed remediation measures and a demonstration of their effectiveness for remediating the recognized environmental conditions.

Remediation Work: All investigation, sampling, monitoring, testing, removal, response, disposal, storage, remediation, treatment and other activities necessary to obtain a Final NFR Letter for a Site in accordance with the terms and conditions of the RAP Approval Letter for such Site issued by the IEPA, the SRP Documents, all requirements of the IEPA and all applicable laws, including all applicable Environmental Laws.

Schedule: The anticipated date or dates on which a Project shall be completed.

Site or Sites: The real estate parcels or areas upon which a Project or Projects will be constructed.

Site Investigation Report: An SRP Document that is similar to a Phase II ESA, an environmental report that identifies Recognized Environmental Conditions existing at the remediation site, the related contaminants of concern, and associated factors.

Site Work: Any remediation of adverse environmental site conditions, demolition and environmental remediation or other site development work in connection with a Project that may be undertaken by the PBC, either directly or through a Contractor.

SRP: The IEPA Site Remediation Program

SRP Documents: means all documents submitted to or by the IEPA under the SRP, as amended or supplemented from time to time, including the Property Investigation and Remediation Objectives Report, the Remedial Action Plan, and the Remedial Action Completion Report, Final No Further Remediation letter, and any and all related correspondence, data and other information prepared by either party.

Standard of Performance: In addition to performing the Work in full compliance with the Contract Documents, the Contractor must perform, or cause to be performed, all Work required of it under the terms and conditions of the Contract with the degree of skill, care and diligence normally exercised by qualified and experienced contractors in performing work in a project of a scope and magnitude comparable to the Work.

Substantial Completion: The date on which the Architect of Record or Engineer of Record has issued a Certificate of Substantial Completion to certify that the Project has been essentially completed in accordance with the Contract Documents except for Punch List Work that will not preclude the beneficial use of the Project for the purpose intended; provided, however, if the City rejects a Project as not being substantially complete in accordance with Section 10.4, the date of Substantial Completion will be the date upon which PBC remedies any outstanding issues to the satisfaction of AIS.

Undertaking Request: The issuance of a document which has been prepared by PBC in collaboration with AIS authorizing PBC to undertake certain services pursuant to this Agreement. The Undertaking Request shall include the Final Scope, the Budget, a description of the Project services to be performed by PBC for the Project, milestones, deliverables and any Project-specific requirements that AIS deems advisable.

Work: Work means the obligations of a Contractor under the Contract Documents. Work includes, unless specifically excluded by the Contract Documents, the furnishing of all materials, labor, equipment, supplies, plant, tools, scaffolding, transportation, superintendence, permits, inspections, occupancy approvals, insurance, taxes and all other services, facilities and expenses necessary for the full

performance and completion of the requirements of the Contract Documents. Work also means that which is furnished, produced, constructed, or built pursuant to the Contract Documents.

SECTION 1 INCORPORATION OF RECITALS AND DEFINITIONS; REPRESENTATIONS AND WARRANTIES

1.1 The recitations and definitions set forth above constitute an integral part of the Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

1.2 The City and PBC each represent and warranty to the other as follows:

1.2.1 It has the right, power and authority to enter into, execute, deliver and perform its obligations under this Agreement; and

1.2.2 This Agreement has been duly authorized, executed, and delivered by it and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

SECTION 2 PROJECT AUTHORITY

2.1. Project(s). If acquisition is necessary for a Project and the City requests that PBC provide Acquisition Activities, the PBC hereby agrees to provide administrative, technical, professional and legal services as required in order to acquire title in and to the Sites as necessary to construct the Projects, free and clear of encumbrances which would preclude the use and development of the Sites for their intended purpose or the future conveyance thereof. The PBC will coordinate and manage the planning, design and construction of the Projects on behalf of the City. The Projects will be undertaken by the PBC pursuant to the terms of this Agreement, the Act, the Contract Documents, the Municipal Code and all other applicable rules, regulations, statutes and ordinances. The City has identified certain Projects listed on Exhibit A-1 hereof as the "Initial Projects."

2.2 Additional Projects. The City may from time to time request that the PBC undertake Projects in addition to the Initial Projects (the "Additional Projects"). Any such Additional Project will be initiated by written notification from the Budget Director and the AIS Deputy Representative to the Executive Director in the form attached hereto as Exhibit A-2 entitled, "Project Notification Form." In no event shall the aggregate cost of the Projects exceed the amount of the City Funds.

2.3. Review of Projects. The parties by their designated representatives will review the following items as applicable to a specific Project: the proposed design, Preliminary Scope of the Work, the preliminary Budget, land acquisition budgets, environmental conditions, Site Work, zoning and any other factors that may affect the coordination or cost of the Project or the Schedule. Upon completion of such review procedures, the parties shall approve in writing the Undertaking Request for such Project. Following such approval, the PBC shall proceed with the development, design, bidding, construction, and implementation of the Project in accordance with the terms of this Agreement. Subsequent to bidding, a Revised Budget shall be provided to the parties which shall reflect the Project cost after the competitive bidding process or as necessary to reflect any changes in scope after the Undertaking Budget for the mutual approval of the parties; provided, however, as the Project is intended to be designed to not exceed the Project's Budget, if the Revised Budget exceeds the Project's Budget the parties will work diligently to

change the Final Scope in order to not exceed the Project's Budget until both parties are in agreement and approve the Project's Budget.

SECTION 3 RESPONSIBILITIES OF THE PARTIES

3.1 Joint Duties and Responsibilities. The City through the AIS Deputy Representative and the Authorized PBC Representative shall jointly agree upon the Preliminary Scope and Final Scope, as applicable, for each Project, each Project's Budget, the nature and type of services to be performed by PBC for each Project, and the Schedule for each Project.

3.2 The PBC. The PBC hereby agrees to provide Acquisition Activities, as hereinafter defined, and administrative, technical, professional and legal services as required in order to complete each Project. The PBC will coordinate and manage the development, planning, and implementation of each Project. Specific responsibilities of the PBC with respect to the implementation and completion of a Project include the following (which are not necessarily presented in sequential order) with respect to such Project:

3.2.1. With the prior approval of the AIS Project Representative, engage or cause to be engaged the services of such consultants as may be necessary in order to prepare bids, proposals or construction documents for a Contract and appropriate documentation, monitor the Site Work, Work and Project, and perform other services as directed by the PBC in order to implement a Project;

3.2.2. Prepare or cause to be prepared the terms and conditions of a Contract, which shall be forwarded by the PBC to the AIS Project Representative for review, comment and approval prior to the solicitation of bids and/or proposals for the Work upon request;

3.2.3. Solicit or cause to be solicited bids and/or proposals for a Contract and any other Work as may be required for the implementation and completion of the Project in accordance with the requirements and the terms of this Agreement. In consultation with the AIS Project Representative, the PBC will award a Contract for Work to be performed and proceed with the implementation of the Project;

3.2.4. With the prior approval of the AIS Project Representative, engage the services of such architectural, engineering, computer and other experts and/or consultants as may be necessary for the implementation and completion of the Project, incorporating into the Contract with any such design entity the copyright provisions set forth on **Exhibit E** attached hereto and incorporated herein by reference. The PBC shall assign to the City any and all such copyrights which have been conveyed to the PBC;

3.2.5. Examine all documents submitted by a Contractor(s) and render decisions pertaining thereto with reasonable promptness in order to avoid delay in the completion of the Project;

3.2.6. Obtain such surveys, title information, environmental tests (with the prior approval of AIS EHS Representative and such tests must be accepted by AIS in accordance with **Section 5**), that are approved by AIS and other reports and documents as may be necessary or advisable in order to determine the condition of the buildings and facilities and factors that may affect the costs of implementation and completion of the Project;

3.2.7. Determine the types and amounts of insurance and payment and performance bonds to be provided by a Contractor and the sufficiency of evidence that such coverages are in force as more fully described in **Section 7.3** and **Section 8.2** hereof;

3.2.8. Require and procure from a Contractor waivers for all liens or rights of lien for labor and materials furnished by or through it in the completion of the Project prior to processing interim and final pay requests as more fully described in **Section 7.4** hereof;

3.2.9. Require, by appropriate provision in a Contract, that each Contractor indemnify, save and hold harmless the City and the PBC as more fully described in **Section 8.1** hereof;

3.2.10 With the prior approval of the AIS Deputy Representative, approve any and all changes to a Contract including increases or decreases in the scope of the Work of the Contractor and adjustments in the contract price occasioned thereby which do not result in an increase in the overall Budget for such Project;

3.2.11. Apply all funds deposited in the Project Account solely to obtain the full and faithful completion of the Projects in accordance with the respective Budgets;

3.2.12. Enforce the terms and conditions of a Contract and all other agreements pertaining to the Project, it being understood and agreed that the Work is under charge and care of the PBC to protect the best interests of the City;

3.2.13. Provide such additional services as may be requested in writing by the Authorized Project Representative with respect to a Project provided that sufficient funds are available to pay the costs of such services;

3.2.14. Incorporate the Standard of Performance in each Contract and enforce the Standard of Performance in all Work;

3.2.15. Incorporate into each Contract the following representation and warranty:

“Neither the contractor nor any affiliate of the Contractor is listed on any of the following lists maintained by the Office of Foreign Assets Control of the United States Department of the Treasury, the Bureau of Industry and Security of the United States Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment: The Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List. For purposes of this subparagraph only, the term ‘affiliates,’ when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.”;

3.2.16 At AIS' direction, participate in such interaction, consultation, meetings and other activities with community organizations, public agencies, elected officials and other interested parties as may be necessary for the efficient conduct of the construction of a Project and the Acquisition Activities, when land acquisition is required; and

3.2.17 Provide user agency access to its online collaboration workspace and document management system maintained by PBC to enable AIS to review applicable Project records contained therein including Contracts, Budgets, invoices, and other documents.

3.2.18 PBC will assign experienced staff to oversee and implement the Scope of Work of each Project. PBC and the AIS Deputy Representative will conduct regular discussions regarding expectations and any performance related matters. PBC and AIS will mutually agree regarding any staff reassignments.

3.3. PBC Land Acquisition. In addition to the responsibilities listed above, when land acquisition is necessary for a Project, as determined by the City in its sole discretion, the PBC may also have the following responsibilities, which shall hereafter be known as the "Acquisition Activities" and each of such Acquisition Activities shall be undertaken after receipt of the prior approval of the AIS Project Representative:

3.3.1 Conduct negotiations with the owners of or persons interested in the Sites designated for the Projects regarding the purchase of such property, and prepare purchase contracts in the event of the voluntary sale of the Sites;

3.3.2 In the event that negotiations to acquire the fee simple title to a Site are not successful, prepare, file and prosecute complaints for condemnation and other pleadings in order to acquire such Site by the exercise of the power of eminent domain;

3.3.3 Execute all transactions to acquire fee simple title to the Sites, whether by deed or judgment order;

3.3.4 Negotiate with any public or quasi-public agencies or authorities having ownership or other interests in and to the Sites in order to acquire any easements or reversionary interests necessary in order to develop the Sites for the intended purpose;

3.3.5 Determine the amount of relocation assistance to be paid to persons or businesses displaced as a result of the acquisition of land for the construction of a Project in a manner consistent with the relocation policies of the PBC or the City and process applications for payment of such assistance; and

3.3.6 Prepare, or cause to be prepared, and file real estate exemption complaints and undertake such action as may be necessary and appropriate in order to obtain the tax exempt status of the Sites.

3.4 Duties and Responsibilities of City through AIS. The AIS Deputy Representative and the Budget Director, in consultation with the Authorized PBC Representative, shall determine the nature and scope of each Project. The City shall pay all costs of implementing the Projects as set forth in the Budget for each Project. In no event shall the PBC be obligated to pay, nor shall the PBC disburse any funds from any Project Account for any Project which exceeds the overall Budget for a Project without the written approval of the Budget Director. The PBC may re-allocate funds among line items within a Budget only as permitted by **Section 9.4** hereof. Specific responsibilities of the AIS Deputy Representative include the following:

3.4.1 Provide information to PBC regarding the requirements of AIS for each Project, including design objectives, constraints and criteria, space requirements and relationships, and Site requirements with reasonable promptness in order to avoid delay in the progress of such Project;

3.4.2 Provide a preliminary Budget for each Project which shall include contingencies for bidding, changes during construction and other costs which are the responsibility of the City and, in consultation with the Authorized PBC Representative, determine the final Budget for each Project;

3.4.3 Designate an AIS Project Representative to act on AIS' behalf with respect to the Project for the purposes of attending meetings, examining documents and rendering timely decisions pertaining to the design, construction and acceptance of the Project;

3.4.4 In consultation with PBC, the AIS Deputy Representative shall review and approve all costs to be incurred by PBC to implement a Project as provided in its Budget and the AIS Project Representative shall approve in writing all change orders which cause the cost of a Project to exceed its Budget;

3.4.5 Cooperate with PBC and its consultants, Contractors, and other representatives in obtaining any necessary approvals pertaining to the Project, and execute any applications for permit or the like that may be required in order to implement the Project;

3.4.6 Provide any required notice or notices, and obtain any approvals and consents that may be necessary in order to implement a Project;

3.4.7 Pay all costs incurred by PBC in connection with the implementation of and completion of a Project as provided in the Budget for such Project; and

3.4.8 Provide such additional services as may be agreed by the parties.

3.5 Debarred Vendors. The PBC shall not engage for a Project any consultant, contractor, materials provider or other vendor that has been debarred or otherwise disqualified from doing business with the City by its Chief Procurement Officer.

SECTION 4 ACCESS AND USE OF PROPERTY

4.1 Acquisition and Disposition of Sites. When land acquisition is required, the PBC shall obtain such right, title and interest in and to a Site or Sites, free and clear of any encumbrances, zoning or other restrictions which preclude the use and development of the property for the intended purpose and which preclude the ultimate conveyance of fee simple title to the City free and clear of any such liens, claims or other encumbrances. Any such title as may be acquired by the PBC shall be for the use and benefit of the City or its designees and conveyed as directed by the City within 90 days following Substantial Completion of a Project without further approval by the City Council. Transfer of title to such Sites shall be by customary documents of conveyance that have been approved by AIS and the Corporation Counsel and directed to the AIS Commissioner.

4.2 Rights of Entry. It is expressly acknowledged and agreed that the PBC and the City and their respective employees, consultants and Contractors shall have the right to enter upon a Site or portion thereof owned by the PBC or the City for purposes associated with the development and implementation of a Project and other related facilities and the completion of such Project without further authorization by the

PBC or the City. Any Contractor that may enter upon a Site for such purposes at the direction of the PBC or the City, as applicable, will be required to indemnify the PBC or the City, as applicable, and their respective commissioners, officials, employees, agents and representatives from and against all claims arising out of such entry and to provide to the PBC and AIS, upon request, certificates of insurance evidencing the types and limits of insurance as specified on **Exhibit F**. The PBC and the City shall be named as additional insureds on all such insurance policies. The City shall cooperate with the PBC and its designated representatives in obtaining any and all approvals pertaining to the use of a Site and execute any applications for permit or the like as may be required in order to complete any such Project.

4.3 Unpermitted Encumbrances. Neither the PBC nor any of its employees, officers, agents, consultants, Contractors or their respective representatives shall engage in any activity or transaction with respect to a Site, building or facility which creates an encumbrance or lien upon such Site, building or facility.

SECTION 5 ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies.

5.1.1 Reports and Studies for Acquisition and Disposition of Sites. The AIS EHS Representative is responsible for identifying environmental requirements for the acquisition and disposition of Sites. PBC is responsible for conducting the identified due diligence activities at the direction of and the cost of the City. The PBC shall perform and, within ten (10) business days after receipt by PBC, provide the AIS EHS Representative with a Phase I Environmental Site Assessment ("**Phase I ESA**") for approval. The Phase I ESA shall be compliant with ASTM E-1527-13, or the most current ASTM standard at the time, for a Site prior to and conducted or updated within 180 days prior to the conveyance of the Site. A Freedom of Information Act request should be submitted to the City's Department of Public Health for environmental records. The Owner Questionnaire, published by ASTM, and request for environmental records should be submitted to AIS. The AIS EHS Representative may determine that a Phase II Environmental Site Assessment ("**Phase II ESA**") may also be required prior to acquisition or disposition and such Phase II ESA shall be provided to the AIS EHS Representative for its approval. The City must be named in a reliance letter for each Phase I ESA and Phase II ESA produced for Sites. If PBC enrolls (or is required to enroll) a Site in the SRP, it shall do so in accordance with **Section 5.2** below.

5.1.2 Reports and Studies for all Sites. It shall be the responsibility of the PBC, at the sole cost and expense of the City, to investigate and determine the soil and environmental condition of the Sites, including a Phase I ESA and if needed a Phase II ESA. A copy of any report that may be obtained by PBC regarding the environmental condition of a site, building or facility shall be provided to the AIS EHS Representative within ten (10) business days after such report becomes available to PBC. Neither the PBC nor the City through AIS makes any covenant, representation or warranty as to the environmental condition of a Site, building or facility.

The PBC shall cooperate and consult with the AIS EHS Representative at all relevant times (and in all cases upon the City's request) with respect to environmental matters. The AIS EHS Representative shall have the right to review and approve the sufficiency of the Phase I ESAs and Phase II ESAs (if needed). The City must be named in a reliance letter for all environmental assessment reports produced concerning a Site.

In the event that the Phase I ESA for a Site identifies any Recognized Environmental Conditions, the PBC shall perform a Phase II ESA to ascertain the presence of any environmental impacts that may be

associated with the RECs. The PBC must submit a sampling plan for the AIS EHS Representative to review. The sampling plan must include a soil boring location map and the number, depth and type of and rationale for proposed analyses. Upon the request of the AIS EHS Representative, the PBC shall perform additional studies and tests for the purpose of determining whether any environmental or health risks would be associated with the development of the Project on the Site, including updating or expanding the Phase I ESA and performing initial or additional Phase II testing. The AIS EHS Representative shall have the right to review and approve the scope of work of a Phase II ESA prior to the Phase II ESA being conducted. The Phase II ESA, if required, must be provided to the AIS EHS Representative within ten (10) business days of PBC's receipt and approved by the AIS EHS Representative.

5.1.3 Hazardous Building Material Surveys. PBC shall be required to conduct Hazardous Building Material Surveys of all buildings constructed prior to 1981 prior to conducting any work including demolition for proposed disposition or acquisition. While conducting the work, the PBC must utilize the results of the Hazardous Building Materials Surveys and use reasonable precautions to prevent the release of Hazardous Materials, such as asbestos, lead-based paint, and other contaminants. PBC and its Contractors must conduct such work in accordance with all local, state, and federal regulations. The Hazardous Building Material Surveys and any proposed abatement plans will be submitted to the AIS EHS Representative for review and approval prior to conducting the work.

5.1.4 Submitting Reports to IEPA. If the PBC is required to file or submit any report to the IEPA, the PBC will submit the report to AIS for review and written approval before filing or submitting the report to the IEPA. AIS will review the report within ten (10) business days from receipt of the report from the PBC and either (i) provide written approval, or (ii) notify the PBC of any questions regarding the report, in which case the PBC and AIS agree to work together with all diligence to reach an agreed upon report for the PBC to file or submit to the IEPA.

5.2 Environmental Remediation. In the event that adverse environmental conditions of a Site are discovered as a result of the investigation of the soil and environmental conditions that preclude the use of a Site for its intended purpose, the PBC will undertake or cause to be undertaken the remediation of such adverse environmental condition with funds allocated in the Budget for such purpose. PBC will immediately advise AIS regarding any environmental costs and expenses that exceed the amount allocated in a Budget, for its review and approval. PBC and AIS shall mutually agree upon appropriate action to be taken, including any modifications to the related Budget and Scope. In no event shall the PBC incur any cost or expense as a result of the condition of a Site or the remediation of environmental conditions thereon in excess of the amount provided by the City.

If contamination is noted above remediation objectives as determined by Title 35 of the Illinois Administrative Code Part 742, then the PBC must enroll the Site (or any portion thereof) in the SRP as the Remedial Applicant, unless the AIS EHS Representative determines that it is not necessary to enroll the Site in the SRP based on the proposed end use.

If the PBC enrolls (or is required to enroll) a Site in the SRP, the PBC acknowledges and agrees that it may not commence construction on the Site until the IEPA issues a Remedial Action Plan Approval Letter for the Site.

Upon receipt of the Remedial Action Plan Approval Letter for the Site, the PBC covenants and agrees to complete all Remediation Work necessary to obtain a No Further Remediation Letter for the Property using all reasonable means. The City shall have the right to review in advance and approve all documents submitted to the IEPA under the SRP, as amended or supplemented from time to time, including the SRP Documents and any changes thereto, and the PBC's estimate of the cost to perform the

Remediation Work. The PBC shall promptly transmit to the City copies of all Environmental Documents prepared or received with respect to the Remediation Work, including any written communications delivered to or received from the IEPA or other regulatory agencies. The PBC acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the PBC has recorded with the Cook County Recorder of Deeds and the City has approved, a No Further Remediation Letter for the Site (to the extent required), which approval shall not be unreasonably withheld. The PBC must abide by the terms and conditions of the No Further Remediation Letter.

5.3 Underground Storage Tanks. If PBC or its Contractors, while conducting work, penetrates an underground storage tank (“UST”) that results in a release, then PBC must stop work immediately and contact the AIS EHS Representative. PBC shall be responsible for removal of the UST, reporting the incident to the Illinois Emergency Management Agency and preparing IEPA reports in accordance with IEPA regulations. The PBC and AIS EHS Representative shall work together to determine the regulatory program and remediation required for the incident in accordance with IEPA Leaking Underground Storage Tank regulations or Site Remediation Program regulations.

5.4 Material and Waste Management. If soil or CCDD must be removed from the site, it must be disposed of it at a properly permitted landfill with prior approval from AIS EHS Representative. No soil or materials generated from the Site can be disposed as “uncontaminated soil” using an IEPA LPC-662 Source Site Certification. All City soil disposed as CCDD or uncontaminated soil must be sampled and an LPC-663 Uncontaminated Soil Certification must be used. The AIS EHS Representative shall have the right to review the testing results and approve of the disposal facilities to be utilized by PBC. No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported to any Site for any purpose. PBC must obtain approval for all bulk material imported to a Site from the AIS EHS Representative.

5.5 Hazardous Substances. PBC and its Contractors shall not use or store any Hazardous Substances on a Site unless otherwise approved by the AIS EHS Representative. PBC shall promptly notify the AIS EHS Representative if any Hazardous Substances are found or spilled on a Site.

5.6 Environmental Laws. The PBC agrees that at all times during its performance of this Agreement, it shall cause each Contractor to comply with all “Environmental Laws.” “Environmental Laws” mean any and all Federal, State or local statutes, laws, regulations, ordinances, codes, rules, orders, licenses, judgments, decrees or requirements relating to public health and safety and the environment now or hereafter in force, as amended and hereafter amended, including: (i) the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.); (ii) any so-called “Superfund” or “Superlien” law; (iii) the Hazardous Materials Transportation Act (49 U.S.C. Section 1802 et seq.); (iv) the Resource Conservation and Recovery Act (42 U.S.C. Section 6902 et seq.); (v) the Clean Air Act (42 U.S.C. Section 7401 et seq.); (vi) the Clean Water Act (33 U.S.C. Section 1251 et seq.); (vii) the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (viii) the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. Section 136 et seq.); (ix) the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.); and (x) the Municipal Code of Chicago, including the Municipal Code of Chicago, Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550, or 11-4-1560. Upon the City’s request, the PBC and/or a Contractor will provide evidence satisfactory to the City of such current compliance.

SECTION 6 CONSTRUCTION OF THE PROJECTS

6.1 Preparation of Contract Documents. The PBC shall determine whether to appoint an Architect of Record or Engineer of Record other design entity to prepare design documents, issue a request for proposals that includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete to solicit bids, feasibility study, or proposals for the completion of the Project. The PBC shall provide a copy of such design submittals as may be requested by the AIS Project Representative for review and timely approval. AIS shall use its reasonable efforts to provide written comments to the PBC within ten (10) business days from the receipt of each submittal. If AIS provides written comments to the PBC on the final design review submittal, such review submittal being denoted as final by the PBC then the PBC will work diligently with AIS to address the comments in a manner satisfactory to all the parties and until the AIS Deputy Representative approves the final design review submittal. The PBC shall include in the Contract Documents a space for AIS to confirm its approval of the final design.

6.2 Selection of Contractor. Upon completion of the Contract Documents, the PBC shall solicit bids or proposals for the construction of a Project or portion thereof by public advertisement, or from pre-qualified contractors as determined by the PBC in accordance with its usual and customary procurement procedures. The PBC shall review and evaluate the bids or proposals received for the completion of the Project and conduct such investigations as may be necessary and appropriate to determine the responsiveness of the bid or proposal and the proposed cost of completing the Project in accordance with the Budget. During the bid review period, the AIS Project Representative shall have the right to attend meetings and participate in the evaluation process. Following the bid review process, the Board upon recommendation of the Executive Director shall award the Contract to the lowest responsible and responsive bidder, subject to **Section 3.5** hereof.

6.3 Value Engineering; Alternate Project Approaches. If the PBC determines during project planning, design, or construction that value engineering or an alternate project approach is necessary to meet a Budget or Schedule, the PBC shall coordinate with the AIS Project Representative to develop such value engineering recommendations and alternate project approaches, which shall be subject to the AIS Project Representative's approval prior to implementation.

6.4 Limited Applicability of Approval. Any approvals of the completion of a Project, Site Work or the Contract Documents made by the AIS Project Representative are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to federal, state or local law, code or any ordinance or order of the City, nor shall any such approval constitute approval of the quality or the safety of a Project. It is understood and agreed that the PBC shall act on behalf of the City in ensuring the Contractor's compliance with all applicable laws and requirements.

6.5 Ownership of Documents. All documents, including all data, certificates, schematics, warranties, environmental remediation documents, prototype and other design documents, copyrights and Contract Documents with regard to the completion of the Project shall be the property of the City. The PBC shall assign and transfer ownership of all such documents and materials that it may have obtained from the Contractor or others to AIS on behalf of the City at Final Completion of the Project or conveyance of fee simple title to the Site upon which the specific Project is located.

SECTION 7 ADMINISTRATION OF THE PROJECT

7.1 Enforcement of Contract. The PBC shall comply, and cause the Contractor to comply, with the terms and conditions of the Contract as appropriate, including all applicable federal, state and local

laws, codes, ordinances and orders now or hereafter in force. Such requirements include accessibility standards for persons with disabilities or environmental limitations, Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, Equal Employment Opportunity and affirmative action requirements, the PBC's Special Conditions regarding Minority Business Enterprise and Women Business Enterprise participation, the City's Executive Order No. 2021-2, Chicago residency requirements and community hiring requirements, which are incorporated herein by reference.

7.2 Coordination with the City. The PBC shall inform the AIS Project Representative and the Budget Director of the status of progress regarding the implementation of each Project not less frequently than on a monthly basis and, upon request, provide the AIS Project Representative and the Budget Director with a copy of any reports or other documents that may have been obtained by the PBC. As soon as reasonably practicable, the PBC shall provide the Budget Director with any information which may result in an increase in the amount required to complete Site Work or construction of a Project or cause the completion of a Project to be delayed. The AIS Project Representative shall have the right to inspect a Project at all reasonable times and to attend meetings with representatives of the PBC, the Contractor and others regarding a Project. In order to protect the City and the PBC from incurring additional costs as a result of unauthorized work, any requests or directions that the AIS Project Representative may have with respect to the completion of a Project shall be directed to the Authorized PBC Representative and not to the Contractor. The AIS Project Representative will provide to the PBC prompt, accurate and complete information regarding AIS' requirements so that the progress of a Project will not be impeded.

7.3 Payment and Performance Bond. The PBC, as set forth in **Section 3.2.7**, shall determine the type and amount of payment and performance bonds required for a Project and require each Contractor to provide a payment and performance bond to ensure that the terms and conditions of the Contract will be faithfully performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the PBC. If the surety fails or is deemed by the PBC to be insufficient security for the completion of a Project, the PBC will require the Contractor to furnish an additional bond in such amount as may be determined by the PBC. Any proceeds derived by the PBC as a result of the payment and performance bonds shall be credited to the Project Account of the related Project and applied as agreed by the PBC and the City.

7.4 Waiver and Release of Liens. The PBC, as set forth in **Section 3.2.8**, shall require and procure from each Contractor waivers of liens or rights of lien for all labor and materials furnished in completing a Project. This provision shall be construed as being solely for the benefit of the PBC and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors. To ensure payment of lien claims, the PBC shall retain the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor unless an appropriate waiver or mechanic's lien bond is provided or the lien funds are deposited with the Circuit Court of Cook County, Illinois in accordance with applicable Illinois legal requirements and the Contract Documents. Except as provided above, the PBC shall not make final payment to Contractor nor shall any part of the amounts retained for lien claims be paid until the Contractor shall have delivered to the PBC a complete release of all liens, financial obligations or claims from the Contractor, subcontractor, and other agents acting on its behalf in connection with the Work or arising out of the Work and an affidavit that so far as the Contractor has knowledge or information, releases all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, then the Contractor shall be required to refund to the PBC all moneys that the latter may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees. Any amount so refunded shall be for the benefit of the Project and credited to the Project Account.

7.5 Default by Contractor. In the event that a Contractor defaults in its obligations under the Contract, the PBC shall pursue all rights and remedies afforded to it pursuant to the terms of the Contract, at law or in equity. Upon request by the Budget Director or the Corporation Counsel and approval by the Board, the PBC shall assign any of its rights and remedies for default by such Contractor to the City.

7.6 Termination of Projects.

7.6.1 The City may terminate any Projects, as long as Contracts in connection to such Projects have not yet been entered into, by a notice in writing from the City to the PBC; except that the City may also terminate any Project after the design portion has been completed but before a Contract for construction has been awarded, and if PBC has awarded a Contract for construction before the conclusion of the design portion of such Project, such Contract must be terminable by PBC at the direction of the City at the conclusion of the design portion. The City will give notice to the PBC in accordance with the provisions of Section 11. The effective date of termination will be the date the notice is received by the PBC or the date stated in the notice, whichever is later (the "**Termination Date**").

7.6.2 After the notice is received, the PBC must restrict its activities to winding down any reports, analyses, or other activities previously begun. No costs incurred after the Termination Date are allowed except for costs related to winding down determined to be acceptable to the City in its sole discretion. Payment for any PBC Services actually and satisfactorily performed before the Termination Date is on the same basis as set forth in Section 9, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly, and such prorated amount will be determined by the City in its sole discretion. No amount of compensation, however, is permitted for unperformed PBC Services. The payment so made to the PBC is in full settlement for all PBC Services satisfactorily performed and acceptable winding down costs for the related terminated Project (the "**Final Payment**"). Any excess funds remaining in the terminated Project's Project Account(s) must be returned to the City within ten (10) days after a Final Payment is made.

SECTION 8 INDEMNITY AND INSURANCE

8.1 Indemnity. Each Contract awarded by the PBC for a Project shall require the Contractor to indemnify, save and hold harmless the PBC and the City and their respective commissioners, officers, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like, made or instituted by third parties arising or alleged to arise out of the Work as a result of an act or omission of the Contractor or any of its subcontractors or any of their respective employees or agents.

8.2 Insurance. The PBC, as set forth in **Section 3.2.7**, shall require each Contractor to purchase and maintain during the implementation of a Project and/or the performance of the Work, the types and amounts of insurance as shall be specified by the PBC substantially in the form attached hereto as **Exhibit F** or as otherwise agreed to by the City's Risk Management Office. Prior to the commencement of Work on a Project, the PBC shall obtain from the Contractor certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies and the specific coverages to be provided. The City and the PBC shall be included as named insureds as their respective interests may appear on the Contractor's insurance policies. A copy of any and all such insurance certificates shall be provided by the PBC to the AIS Project Representative upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the PBC and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon issuance of the

Notice of Substantial Completion as described in **Section 10.4** hereof, the City shall be responsible for insuring the Site including all improvements thereon.

SECTION 9 PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the parties that the cost of implementing and completing a Project will not exceed the sums specified in the final Budget for such Project. Plans, specifications and estimates of costs shall be reviewed by the AIS Deputy Representative and the Authorized PBC Representative . The fee for the PBC's services for the management and administration of the Project will be included within the Project Budget. The fee for a construction Project is three percent (3%) of the estimated construction cost of the Project's Budget and for a non-construction Project, as mutually agreed upon by the parties. The fee will be paid in installments (which will be outlined in the Budget) when approved by the PBC and the City. In addition, AIS agrees (after approving the PBC's choice of counsel for Material Matters as hereinafter defined) to pay or reimburse the PBC for all reasonable legal fees, costs and expenses incurred by the PBC in undertaking the Project as follows:

9.1.1 **Third-Party Negligence.** Claims or proceedings against the PBC or the Contractor that arise out of a claim or proceeding that is instituted by third parties as a result of any negligent or willful act of the Contractor or any of its subcontractors or subconsultants shall be tendered to the Contractor for defense of the PBC and the City pursuant to **Section 8**, Indemnity and Insurance, of this Agreement.

9.1.2 **Construction Litigation.** The PBC will use its best efforts to enforce the provisions of each Contract so that each Project is completed in a cost efficient, timely manner. The PBC will defend or prosecute, as applicable, rights and remedies afforded by a Contract in a reasonable, prudent manner. Unless the City consents otherwise, the PBC shall pursue and exhaust, and shall pursuant to a Contract require the Contractor to pursue and exhaust any alternative dispute resolution opportunities provided for under a Contract before litigating any dispute in connection with the Project. To the extent that payment of the PBC's legal costs and expenses are not recovered from the Contractor or any surety, the City agrees to pay or reimburse the PBC for costs incurred for legal costs and expenses. subject to the following conditions:

9.1.2.1 With the exception of immaterial and routine legal proceedings, such as mechanics liens claims, bond claims, and similar legal proceedings, which individually and collectively would not be material to the related Project, the PBC will not initiate any legal proceeding (any legal proceeding not so excepted, a "**Material Matter**") and no settlement for such Material Matter shall be made without the prior written consent of the AIS Deputy Representative, Budget Director and the Corporation Counsel;

9.1.2.2 The City shall have the right to approve counsel selected by the PBC for any Material Matter;

9.1.2.3 The PBC will notify the Budget Director and the Corporation Counsel of any proceeding related to a Material Matter within ten (10) days following receipt of summons and complaint or similar notice or as otherwise directed by the AIS Deputy Representative, Budget Director or the Corporation Counsel;

9.1.2.4 The PBC will apprise the AIS Deputy Representative, Budget Director and the Corporation Counsel on a quarterly basis or otherwise as agreed by the parties concerning the status of any legal proceeding related to a Project;

9.1.2.5 The PBC, the Budget Director and the Corporation Counsel shall establish a separate legal budget as soon as practicable after the commencement of any legal proceeding related to a Material Matter;

9.1.2.6 The PBC will provide a monthly legal services report related to a Material Matter to the AIS Deputy Representative, Budget Director and the Corporation Counsel and such report shall identify the legal team providing representation and the fee structure, along with other information requested by the City;

9.1.2.7 Notwithstanding the foregoing, in the event that the PBC is judged by a court of competent jurisdiction to have been negligent or to have committed other acts of misconduct involving a claim or other legal proceeding the parties will equitably adjust the reimbursement of legal fees and costs as appropriate.

9.1.3 **Application of Funds.** Any funds that may be recovered by the PBC as a result of any such legal proceedings shall be deposited in the Project Account and disbursed as directed by the Executive Director and the Budget Director.

9.1.4 **Disclaimer.** It is expressly understood and agreed that the City will not reimburse the PBC for any legal fees on account of findings against the PBC for breach of contract and/or breach of this Agreement.

9.1.5 **Land Acquisition.** A Project's Budget will include the estimated costs of acquiring any land that may be necessary in order to construct such Project and will be paid by the City in accordance with the provisions of **Section 9.3** of this Agreement.

9.2 Conditions Precedent to Payment of Purchase Price. Prior to disbursing funds necessary to acquire a Site or portion thereof, upon request the PBC shall provide to the AIS Project Representative and the Budget Director the following items, except to the extent waived by the AIS Project Representative and the Budget Director:

9.2.1 a commitment for title insurance evidencing all easements and encumbrances of record;

9.2.2 two copies of a plat or survey;

9.2.3 an appraisal prepared by an appraiser approved by the City or the PBC evidencing fair cash market value;

9.2.4 evidence of the purchase price of the Site in the form of a real estate sales contract or judgment order entered by the Circuit Court of Cook County, Illinois;

9.2.5 a copy of the most recent real estate tax bill with respect to the Site; and

9.2.6 a copy of any environmental audit or report that may have been obtained by the PBC pursuant to **Section 5.1.1** hereof.

9.3 Payment of Project Costs. PBC shall provide the City with a cash flow for a Project upon request. PBC shall prepare and provide to AIS and the Budget Director on a quarterly basis in advance, the estimated amounts that will be required to pay the costs of each Project during the next succeeding ninety (90) days. Requests for payment shall include professional services, construction costs, administrative costs, contingency reserves and such other items as shall have been agreed by the parties (“**Request for Payment**”). AIS shall respond to the PBC’s Request for Payment within twenty (20) business days by issuing the requested payment or a written statement detailing AIS’ objections to the Request for Payment and the changes the PBC must make in order for AIS to approve the Request for Payment. Once AIS approves the Request for Payment and issues payment to PBC, PBC shall deposit such amounts in the appropriate Project Accounts in accordance with **Section 9.3.1** hereof to pay eligible costs of the related Projects in accordance with the procedures specified in the Contract for interim and final payments. With the exception of when AIS and PBC are revising a Request of Proposal as described above, in the event that any payment has not been made to the PBC within thirty (30) days following receipt of a Request for Payment, PBC shall have the right to suspend its performance with respect to the Projects related to the Request for Payment until payment is received.

9.3.1 In connection with each payment, the City will identify the amount and sources of the funds provided as Corporate Funds of a particular year or proceeds of a particular series of the Bonds. PBC shall establish or maintain a separate Project Account for each different source of funds and shall not commingle funds between accounts. Each Project may have multiple related Project Accounts, e.g. a Corporate Funds 2021 account, Corporate Funds 2022 account, bond series 2021 account, bond series 2022 account, etc. PBC shall invest all funds held in Project Accounts in Permitted Investments. The PBC agrees to maintain and to provide to the City in accordance with this section adequate records with respect to the expenditure and investment of Corporate Funds and Bond proceeds. Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation.

The PBC shall continuously invest all amounts of City Corporate Funds and Bond proceeds in Permitted Investments or as otherwise authorized by the City, with prior written approval. The PBC, in making such investments, shall take into account prudent investment standards and the date on which such moneys may be needed. All amounts received by the PBC shall be invested at all times to the greatest extent practicable in investments permitted hereunder, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States purchased directly from the United States to the extent such investments are Permitted Investments for a particular source of funds. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary.

The City may instruct the PBC to pay a portion of such invested funds to the City for purposes of allowing the City to meet rebate and or yield restriction rules related to tax-exempt bonds from which investments are derived. The City shall be responsible for making any yield restriction or rebate payments that may be required.

9.3.2. PBC shall provide the City with a quarterly earnings and distribution report including the records for investment and expenditure activity specified in **Section 9.3.1.** above for the prior quarter, as well as supporting records for expenditures, including Contractor invoices and any monthly account statements for such prior quarter relating to investment and expenditure of funds.

9.4 Reallocation of Funds; Insufficient or Excess Funds. With the prior approval of the AIS Project Representative, the PBC may re-allocate any line item in a Budget of a Project to any other cost or activity of such Project or another Project so long as the overall Budget for any such Project is not exceeded. In the event that the amounts paid to the PBC by the City for a Project pursuant to the Budget shall be insufficient to complete Acquisition Activities, Site Work and/or the completion of such Project, the PBC shall notify the Budget Director and the AIS Deputy Representative in writing and request additional funding. All parties shall agree in writing on any other future action that may be appropriate. In no event shall the PBC be obligated to expend any funds for a Project in excess of the amounts provided by the City. Any balance remaining in the Project Account upon completion of a Project shall be disbursed as directed by the AIS Deputy Representative and the Budget Director.

9.5 Records; Audit. The PBC shall maintain records and accounts of all financial transactions relating to the implementation of the Projects. The City shall have the right to inspect the books and records of the PBC pertaining to the Projects at all reasonable times. Such records shall be maintained by the PBC until advised by the City that such records may be disposed of. The PBC agrees to assist the City in the compilation of records related to expenditure and investment of Bond proceeds in connection with any examination by the Internal Revenue Service of the Bonds that finance all or a portion of the Projects, in connection with the computation and calculation of arbitrage rebate in connection with any Bonds, or as otherwise reasonably requested by the City.

SECTION 10 COMPLETION OF THE PROJECTS

10.1 Standards for the Work. The PBC shall require the Contractor to provide for the Project materials that are new and Work of good quality, free from faults or defects, and implement the Work consistent with the requirements of the Project approved by the PBC in consultation with representatives of AIS. The PBC shall require the Contractor to complete the Project in accordance with the Standard of Performance set forth in this Agreement and the requirements of the Contract. The PBC shall also require that the Contractor correct any deficient or defective work or materials in accordance with the procedures described in the Contract Documents or as prescribed by law. For a period of one (1) year commencing no earlier than the date of Final Acceptance, or such longer period as may be required to enforce any applicable special warranty in any of the various subcontracts to the Contract, by the manufacturer or by law ("**Contractor's Warranty**"), the PBC shall assist the City in causing the Contractor to correct, repair or replace any such deficient or defective work or materials and any damage caused by such work and materials. Any equipment or material that is repaired or replaced will have the warranty period extended for a minimum period of one year from the date of the last repair or replacement if standard in the industry and consistent with the applicable warranty. Repairs or replacements that the Contractor makes under this provision must also include a manufacturer's warranty, if standard with the manufacturer, in addition to the Contractor's Warranty. In the event that the City requires the PBC's assistance to enforce the provisions of the Contract or the manufacturer's warranty, the PBC will cooperate with the City to enforce such Contract and cause the Contractor to correct any such deficient or defective Work or materials and any damage caused by such Work or materials.

10.2 Completion Requirements. The PBC shall require the Contractor to comply with the requirements of the Contract Documents with respect to the close-out of the Project including the completion of Punch List Work, the furnishing of material and equipment guarantees, warranties, operating and maintenance data, waivers of lien, certified payrolls and such other documents as may be required to comply with the terms of the Contract. Upon Final Completion, the PBC will cause copies of the Certificate of Final Completion issued by the Architect of Record or Engineer of Record and all other relevant documents to be delivered to the AIS Deputy Representative. Any liquidated damages that may be

assessed by the PBC against a Contractor for non-performance or delay will be credited to the Project Account or otherwise disbursed as agreed by the AIS Deputy Representative and the Budget Director. As noted in **Section 5**, when applicable the PBC acknowledges and agrees that the City will not permit occupancy until the IEPA has issued, and the PBC has recorded with the Cook County Recorder of Deeds and the City has approved, a NFR Letter for the Property (to the extent required), which approval shall not be unreasonably withheld.

10.3 Inspections. All Work and materials constituting A Project shall be inspected by the Authorized PBC Representative, the Architect of Record or Engineer of Record, the AIS Project Representative and any other personnel as designated by the City. The PBC shall notify the AIS Project Representative when the Project has been scheduled for inspections to certify Substantial Completion and Final Completion. The AIS Project Representative shall have the right to attend any and all such inspections. The PBC will monitor completion of Punch List Work by the Contractor and update the AIS Project Representative on a periodic basis.

10.4 Notice of Substantial Completion. Upon issuance of the Certificate of Substantial Completion by the Architect of Record or Engineer of Record, the PBC shall deliver to the AIS Project Representative a copy of such certificate. Upon delivery to the AIS Project Representative of such certificate along with the notice substantially in the form attached hereto as **Exhibit C**, AIS shall use reasonable efforts to review the Certificate of Substantial Completion within ten (10) business days from receipt of the Certificate of Substantial Completion and provide a written acceptance thereof. If, however, AIS contests the Certificate of Substantial Completion, the PBC and AIS agree to work together with all diligence to remedy any outstanding issues to the satisfaction of AIS, at which point AIS will accept the Project as substantially complete.

10.5 Transfer of Responsibility. Within five (5) business days following acceptance by AIS of the documents as provided in **Section 10.6** below, the City shall assume responsibility for the Project from that date forward including, as applicable, costs of operation and maintenance, electricity, gas, water, telecom and other utilities, security, personnel and insurance to a level as determined to be appropriate by the City. In addition, if PBC acquired the Site for the Project pursuant to **Section 3.3** hereof, concurrently with Final Acceptance, the PBC shall convey title to the Site acquired for the Project to the City by and through the AIS Commissioner or the Corporation Counsel as directed by AIS. Title to the Site shall be free and clear of encumbrances which would preclude the use of the Site for its intended purpose and free and clear of any liens, restrictions or other encumbrances which would preclude the transfer of fee simple title

10.6 Certificate of Final Acceptance. Upon issuance of the Certificate of Final Completion by the Architect of Record or Engineer of Record, the PBC shall deliver to the AIS Deputy Representative a Notice of Final Acceptance (Construction), substantially in the form attached hereto as **Exhibit D-1** along with a copy of the Certificate of Final Completion issued by the Architect of Record or Engineer of Record. In connection with a non-construction Project, PBC shall deliver to the AIS Deputy Representative a Notice of Final Acceptance (Non-Construction), substantially in the form attached hereto as **Exhibit D-2**. The Notice of Final Acceptance (Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to AIS: all reports including environmental reports; permits and licenses; shop drawings; "as-built" drawings; operation and maintenance manuals; training of AIS personnel; subcontractor/manufacturers warranties; quality assurance and quality control certification of testing and start-up; commissioning (building automation systems, heating, ventilation and air conditioning, etc.); and Leadership in Energy and Environmental Design commissioning to the U.S. Green Building Council. The Notice of Final Acceptance (Non-Construction) shall certify that each of the following has been completed and appropriate documentation has been delivered to AIS: all reports, deliverables, and documents otherwise required by the AIS Deputy Representative. Upon delivery of such certificates and

notices by the Authorized PBC Representative to the AIS Deputy Representative, AIS shall use reasonable efforts to review the certificates and notices within ten (10) business days from receipt of the certificates and notices and provide a written acceptance thereof (“**Final Acceptance**”). If, however, AIS contests the certificates and notices, the PBC and AIS agree to work together with all diligence to remedy any outstanding issues to the satisfaction of AIS, at which point the PBC shall submit revised Certificate of Final Completion and Notice of Final Acceptance (Construction) or Notice of Final Acceptance (Non-Construction) to AIS for review and final approval as described previously in this paragraph.

10.7 **Final Payment to Contractor.** Unless otherwise provided by the Contract, upon completion of all the Work required to be completed by the Contract Documents and issuance of a Certificate of Final Completion by the Architect of Record or Engineer of Record, the PBC shall process final payment to the Contractor in accordance with the procedures set forth in the Contract Documents.

**SECTION 11
NOTICES**

11.1 **Notices to Parties.** Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Commissioner
City of Chicago
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, Illinois 60602

Budget Director
City of Chicago
Office of Management and Budget
121 North LaSalle Street
City Hall - Room 604
Chicago, Illinois 60602

with a copy to: Corporation Counsel
City of Chicago - Department of Law
121 North LaSalle Street
City Hall - Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development Division

If to the PBC: Executive Director
Public Buildings Commission of Chicago
50 West Washington Street - Room 200
Chicago, Illinois 60602

with a copy to: Neal and Leroy, LLC
20 South Clark Street - Suite 2050
Chicago, Illinois 60603
Attention: Anne L. Fredd

Notices are deemed to have been received by the parties three (3) days after mailing (return receipt requested) or upon receipt if hand delivered.

11.2 Changes. The parties, by notice given hereunder, may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 12 MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the parties with respect to the subject matter herein and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the parties as reflected by written instrument executed by the parties hereto.

12.2 Conflict of Interest. No member of the PBC Board nor any member of any agency, board, commission or department of the City nor any official or employee of the City or the PBC shall have any financial or ownership interest direct or indirect in the Site of any Contract nor shall any such member, official or employee participate in any decision which affects his or her personal interest or in the interest of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the PBC shall be personally liable for the performance of the City or the PBC of the terms and conditions of this Agreement.

12.3 Mutual Assistance. The parties agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

12.4 Disclaimer. No provision of this Agreement, nor any act of the City or the PBC shall be deemed or construed by any of the parties, or by third persons, to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or a joint venture, or of any association or relationship involving the City or the PBC.

12.5 Headings; Interpretation. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof. The words "include," "includes" and "including" shall be deemed to be followed by the words "(without limitation)" whether or not such words are expressed.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the City and the PBC. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the parties except as otherwise provided in this Agreement.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.


12.9 Counterparts. This Agreement shall be executed in several counterparts, each of which shall constitute an original instrument.

[The remainder of this page is intentionally blank—Signature page immediately follows]

EXHIBIT D

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By: 
Commissioner
Department of Assets, Information and Services

By: _____
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Assets, Information and Services

By: Reshma Soni
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By: _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed this Agreement between the City of Chicago and the Public Building Commission of Chicago as of the date first written above.

CITY OF CHICAGO

By: _____
Commissioner
Department of Transportation

By: _____
City Comptroller

PUBLIC BUILDING COMMISSION OF CHICAGO

By:  _____
Executive Director

**Approved as to form and legality for the Public Building Commission of Chicago
Neal & Leroy, LLC**


By:  _____
Name: Jeanette Sublett
Title: PBC General Counsel - Neal & Leroy

EXHIBIT A-1
Description of Initial Projects

The AIS Commissioner has requested that the PBC perform Work related certain capital projects. The PBC will work with AIS to confirm scope, budget, and schedule in connection with the attached Initial Projects list.

AIS - Capital Plan 2021 - PBC Projects

Building Name	Type	Ward	Est. Budget	Quarterly Execution Priority
Sherman Park Library	CPL	20	\$ 4,700,000.00	Q2
Legler Library	CPL	28	\$ 615,000.00	Q3
Humboldt Park Library	CPL	26	\$ 550,000.00	Q2
Chinatown Library	CPL	25	\$ 2,000,000.00	Q3
Fredrick A. Douglass Library	CPL	24	\$ 200,000.00	Q2
Richard J Daley Library	CPL	11	\$ 3,500,000.00	Q2
Austin Library	CPL	29	\$ 250,000.00	Q2
Canaryville Library	CPL	11	\$ 1,100,000.00	Q2
Fire Engine Company 122	CFD	6	\$ 400,000.00	Q4
Fire Engine Company 60	CFD	5	\$ 1,000,000.00	Q2
Fire Engine Company 104	CFD	10	\$ 400,000.00	Q2
Fire Engine Company 63	CFD	5	\$ 1,000,000.00	Q3
Fire Engine Company 76	CFD	26	\$ 400,000.00	Q2
Fire Engine Company 23	CFD	25	\$ 400,000.00	Q3
Fire Engine Company 125	CFD	36	\$ 400,000.00	Q3
Fire Engine Company 91	CFD	30	\$ 400,000.00	Q2
Fire Engine Company 93	CFD	34	\$ 1,500,000.00	Q3
Fire Engine Company 62	CFD	9	\$ 800,000.00	Q2
Fire Engine Company 106-District 2	CFD	33	\$ 800,000.00	Q2

EXHIBIT D

Fire Engine Company 19	CFD	4	\$ 400,000.00	Q4
Fire Engine Company 86	CFD	38	\$ 800,000.00	Q2
Fire Engine Company 89	CFD	39	\$ 1,500,000.00	Q3
Fire Engine Company 95	CFD	28	\$ 600,000.00	Q2
Fire Engine Company 69	CFD	45	\$ 400,000.00	Q4
Fire Engine Company 34	CFD	14	\$ 400,000.00	Q3
Fire Engine Company 68	CFD	36	\$ 800,000.00	Q3
Fire Engine Company 11	CFD	41	\$ 400,000.00	Q3
Fire Engine Company 94	CFD	38	\$ 400,000.00	Q4
Fire Engine Company 79	CFD	41	\$ 400,000.00	Q4
Fire Engine Company 72	CFD	8	\$ 700,000.00	Q3
Fire Engine Company 129	CFD	21	\$ 200,000.00	Q4
Fire Engine Company 82	CFD	8	\$ 700,000.00	Q3
Fire Engine Company 107	CFD	28	\$ 830,000.00	Q2
Fire Engine Company 57	CFD	26	\$ 600,000.00	Q4
7th District Police Station	CPD	16	\$ 1,500,000.00	Q3
Fire Engine Company 84	CFD	20	\$ 200,000.00	Q2
Fire Supply and Logistics	CFD	12	\$1,000,000	Q2
EMS Support Logistics	CFD	12	\$1,000,000	Q2 Change to Q3
Ambulance Annex	CFD	12	\$1,000,000	Q2 Change to Q3
Light Duty Shop	CFD	12	\$1,000,000	Q2 Change to Q3
11th District Police Station	CPD	24	\$ 1,500,000.00	Q3
Fire Engine Company 29	CFD	11	\$ 782,000.00	Q3

EXHIBIT D

Fire Engine Company 44	CFD	28	\$ 1,950,000.00	Q2
Fire Engine Company 1	CFD	25	\$ 2,000,000.00	Q2
Fire Engine Company 96	CFD	29	\$ 210,000.00	Q3
Fire Engine Company 45	CFD	4	\$ 200,000.00	Q3
Fire Engine Company 117-District 4	CFD	37	\$ 600,000.00	Q3
Fire Engine Company 113	CFD	29	\$ 400,000.00	Q3
25th District Police Station and Area 5 Garage	CPD	37	\$ 2,050,000.00	Q3
Total			\$44,937,000.00	

EXHIBIT A-2
Project Notification Form
Additional Projects

Address of Project:

PIN, provide if applicable, e.g. property acquisition needed:

Legal Description of Project, provide if applicable, e.g. property acquisition needed:

Description of Project:

AIS Project Representative:

Maximum Amount of Funds:

Special Conditions, if any:

City: _____
Commissioner, Department of Assets, Information and Services _____ Date

City: _____
Budget Director _____ Date

ACCEPTED BY PBC per Section 2.3 and 3.4.1:

Executive Director

Date

EXHIBIT B
Intentionally Omitted.

**EXHIBIT C
NOTICE OF SUBSTANTIAL COMPLETION**

Date:

Name:

Commissioner
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

Enclosed please find a Certificate of Substantial Completion as issued by the [Architect of Record] [Engineer of Record] and a copy of the Punch List, for the above-referenced project.

The Public Building Commission is in the process of completing the remaining punch list work. Copies of all warranties are currently being assembled and will be transmitted to you upon Final Completion of the project. Training of staff has been completed, and draft copies of warranties have been provided to AIS.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director– PBC

ACCEPTED BY:

Commissioner, Department of Assets, Information and Services

Date

**EXHIBIT D-1
NOTICE OF FINAL ACCEPTANCE (CONSTRUCTION)**

Date:

Name:

Commissioner
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

Enclosed please find a Certificate of Final Completion as issued by the [Architect of Record] [Engineer of Record] for the above-referenced project.

The Public Building Commission has verified that all punch list work has been completed. Copies of all warranties are transmitted to you concurrently with this notice.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director– PBC

ACCEPTED BY:

Commissioner, Department of Assets, Information and Services

Date

**EXHIBIT D-2
NOTICE OF FINAL ACCEPTANCE (NON-CONSTRUCTION)**

Date:

Name:

Commissioner
Department of Assets, Information and Services
2 North LaSalle Street, Suite 200
Chicago, IL 60602

RE: PROJECT NAME
PROJECT NUMBER

Dear Commissioner:

The Public Building Commission has verified that all work for the above-mentioned project has been completed.

Please confirm your acceptance of the project by signing in the space provided below and returning a copy of this letter to the attention of the Executive Director.

Please contact the writer at (312) _____ should you have any questions.

Very truly yours,

Public Building Commission of Chicago
PBC Project Manager

Enclosure

cc: Executive Director– PBC

ACCEPTED BY:

Commissioner, Assets, Information and Services

Date

**EXHIBIT E
COPYRIGHT PROVISIONS**

The parties intend and agree that, to the extent permitted by law, the drawings, specifications and other design documents to be produced by the Architect and its sub-consultants pursuant to this Agreement (the "Work") shall conclusively be deemed works made for hire within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. 101 *et seq.*, and that the PBC, the City, and AIS (the City and AIS collectively referred to in this Exhibit E as the "User Agency") and their successors and assigns, will be the copyright owner of all aspects, elements and components thereof in which copyrights can subsist. To the extent that any of the foregoing does not qualify as a "work made for hire," the Architect hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the PBC and the User Agency and their successors and assigns, all right, title, and interest in and to the copyrights and all U.S. and foreign copyright registrations, copyright applications and copyright renewals thereof, and all other intangible, intellectual property embodied in or pertaining to the Work contracted for under the Agreement, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. The Architect will execute all documents and, at the expense of the PBC, perform all acts that the PBC may reasonably request in order to assist the PBC and the User Agency and their successors and assigns, in perfecting their rights in and to the copyrights relating to the Work.

The Architect warrants to the PBC and the User Agency and their successors and assigns, that (1) the Work constitutes a work of authorship; (2) on the date hereof the Architect is the lawful owner of good and marketable title in and to the copyrights for the Work (including the copyrights on designs and plans relating to the Work); (3) the Architect has the legal right to fully assign any such copyright with respect to the Work; (4) the Architect has not assigned any copyrights nor granted any licenses, exclusive or non-exclusive, to any other party; (5) the Architect is not a party to any other agreement or subject to any other restrictions with respect to the Work; and (6) the plans and designs for the Work will, upon completion of the Services be complete, entire and comprehensive. Further, the Architect agrees that it will not restrict or otherwise interfere with the PBC's and/or the User Agency's future actions in authorizing the use, adaptation, revision, or modification or destruction of the Work provided that the Architect is indemnified for any damages resulting from any such future re-use or adaptation of the Work as may be authorized by the PBC or by the User Agency, as applicable.

EXHIBIT F
Insurance Requirements

City of Chicago
Contract Insurance Requirements

The Contractor must provide and maintain at Contractor's own expense, until contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverages and requirements specified below, insuring all operations related to the Contract.

A. INSURANCE TO BE PROVIDED

1.) Worker's Compensation and Employers Liability

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

2.) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency, are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

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

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 Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence with the same terms herein.

4.) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$2,000,000 per occurrence. When policies are renewed or replaced the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years. The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency, are to be named additional insureds on a primary, non-contributory basis.

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

5.) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Contract, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Contract. A claims-made policy, which is not renewed or replaced, must have an extended reporting period of two (2) years.

6.) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility. Coverage must include but are not limited to the following: right to partial occupancy, collapse, water including overflow, leakage, sewer, backup, or seepage, damage to adjoining or existing property, debris removal, scaffolding, faulty workmanship or materials, mechanical-electrical breakdown, testing and equipment stored off site or in transit. The Public Building Commission, the City of Chicago and, if required, the Illinois Environmental Protection Agency are to be named as additional insureds and loss payees.

The Contractor is responsible for all loss or damage to Commission and /or City property at full replacement cost.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools, and supplies) owned, rented or used by Contractor.

7.) Railroad Protective Liability

When any work is to be done, adjacent to or on railroad or transit property, Contractors must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective liability Insurance in the name of the railroad or transit entity. The policy must have limits of not less than \$2,000,000 per occurrence and \$6,000,000 in the aggregate 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.

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the Public Building Commission Procurement Department, Richard J. Daley Center, Room 200, Chicago, Illinois 60602, original certificates of insurance, or such similar evidence, to be in force on the date of this Contract, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance to the Public Building Commission prior to Contract award. The receipt of any certificate does not constitute agreement by the Public Building Commission that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract

EXHIBIT D

requirements. The failure of the Public Building Commission to obtain certificates or other insurance evidence from Contractor is not a waiver by the Public Building Commission of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor shall advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Contract and the Public Building Commission retains the right to stop work until proper evidence of insurance is provided or the Contract may be terminated.

The Public Building Commission and/or the City of Chicago reserve the right to obtain copies of insurance policies and records from the Contractor and/or its subcontractors at any time upon written request.

The insurance must provide for sixty (60) days prior written notice to be given to the Public Building Commission in the event coverage is substantially changed, canceled or non-renewed.

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

The Contractor agrees that insurers waive their rights of subrogation against the Public Building Commission, its employees, and elected officials, agents or representatives of the City of Chicago and the Illinois Environmental Protection Agency.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the Public Building Commission, the City of Chicago and the Illinois Environmental Protection Agency do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture, the insurance policies must name the joint venture as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein or Contractor may provide the coverage for subcontractors. All subcontractors are subject to the same insurance requirements of contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desires additional coverage, the party desiring the additional coverage is responsible for the acquisition and cost.

The Public Building Commission maintains the rights to modify, delete, alter or change these requirements.