City of Chicago

O2018-6582

Office of the City Clerk

Document Tracking Sheet

Meeting Date:	7/25/2018
Sponsor(s):	Emanuel (Mayor)
Type:	Ordinance
Title:	Agreement with 601WCompanies Chicago LLC and use of Tax Increment Financing (TIF) funds for improvements to plaza structure associated with rehabilitation, reconstruction and renovation of Old Post Office
Committee(s) Assignment:	Committee on Finance

OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

July 25, 2018

TO THE HONORABLE, THE CITY COUNCIL
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Planning and Development, I transmit herewith an ordinance authorizing the execution of a plaza reconstruction agreement with 601W.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

Rahm Emanuel

Mayor

ORDINANCE

WHEREAS, the City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, to induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 12, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Canal/Congress Redevelopment Project Area" (the "Area"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Canal/Congress Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Canal/Congress Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances"); and

WHEREAS, "Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the special tax allocation fund for the Area established to pay redevelopment project costs and obligations incurred in the payment thereof with respect to the Area; and

WHEREAS, pursuant to the Act and the Redevelopment Plan, Incremental Taxes may be used to pay redevelopment project costs such as the construction of public works or improvements; and

WHEREAS, the City is the owner of the approximately fifty foot (50') wide elevated structure located within the easternmost 50 feet of the South Canal Street right of way, between West Van Buren Street on the north and West Harrison Street on the south (the "Plaza Structure"); and

WHEREAS, a portion of the Plaza Structure is located under the Eisenhower Expressway/Congress Parkway, which runs over and bisects the Plaza Structure into a northern segment and a southern segment; and

WHERAS, the Plaza Structure is located in the Area; and

WHEREAS, 601W Companies Chicago LLC, a Delaware limited liability company ("601W"), owns and is rehabilitating the Old Chicago Main Post Office building located at 404 West Harrison Street (aka 433 West Van Buren Street) (the "Old Post Office Building"); and

WHEREAS, the Plaza Structure is adjacent to, and supported in part by, the Old Post Office Building, and the Plaza Structure serves as the adjacent public right of way for pedestrian and vehicular access to the west side of the Old Post Office Building, including emergency egress from the Old Post Office Building; and

WHEREAS, the Plaza Structure was originally constructed around 1914 as part of the Canal Street right of way, and it is in need of significant rehabilitation, reconstruction and renovation; and

WHEREAS, 601W proposes to prepare plans and specifications and implement such plans

and specifications to renovate, reconstruct, repair and improve the Plaza Structure pursuant to the Redevelopment Plan (the "Work"); and

WHERSAS, the Work consists of both public and private components to be known respectively as the "City Improvements" and the "Developer Improvements;" and

WHEREAS, the City proposes that 601W shall be compensated for the City Improvements, pursuant to the Act, the TIF Ordinances and this Ordinance; and

WHEREAS, pursuant to this Ordinance, and as part of the Work, 601W shall prepare or has caused to be prepared plans and specifications by duly licensed engineer(s) depicting the reconstruction of the Plaza Structure, which plans and specifications shall be subject to City approval (the "Approved Plans and Specifications"); and

WHEREAS, pursuant to this Ordinance, 601W will perform the Work, or cause the Work to be performed, and engage third party contractors or subcontractors to cause the Work to be performed in accordance with the Approved Plans and Specifications and a budget for the Work subject to City approval (the "Budget"); and

WHEREAS, the City and 601W desire that the City shall retain ownership of the Plaza Structure and City Improvements, as reconstructed, rehabilitated, and renovated in accordance with the Approved Plans and Specifications, as a public plaza and right of way; provided, however, that the parties intend that 601W retain ownership of the Developer Improvements, subject to certain easements (the "City Easements" as defined below); and

WHEREAS, the City and 601W further desire that (i) notwithstanding the City's retained ownership of the Plaza Structure, 601W shall thereafter maintain and repair the Plaza Structure for a period of fifty (50) years; and (ii) the City shall grant certain easement rights (the "City Easements") to 601W to use and operate the Plaza Structure, and to use, operate, maintain, repair and replace the Developer Improvements, all as to be particularly described and memorialized in a development, easement and maintenance agreement (the "Development, Easement and Maintenance Agreement"); and

WHEREAS, the City agrees to use Incremental Taxes in an amount not to exceed $18,000,000 (the "Guaranteed Maximum Price" or "GMP") to pay 601W for the costs of the City Improvements; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are incorporated herein and made a part hereof.

SECTION 2. The Commissioner of the Department of Planning and Development (the "DPD Commissioner") or a designee thereof and the Commissioner of CDOT (the "CDOT Commissioner") or a designee thereof are each hereby authorized, with the approval of the City's Corporation Counsel as to form and legality, to negotiate, execute and deliver a Plaza Reconstruction Agreement between 601W and the City (the "Agreement" in the form attached hereto as Exhibit A), and such other supporting documents as may be necessary or appropriate to carry out and comply with the provisions of the Agreement (including but not limited to the Development, Easement and Maintenance Agreement and an escrow agreement (with an escrow agent to be selected by the City and 601W) in the forms attached as Exhibits 3 and 5 to the Agreement, respectively), with such

terms and conditions as shall be approved by the persons executing the Agreement and such other supporting documents. The amount of Incremental Taxes to be paid to 601W pursuant to the Agreement shall not exceed $18,000,000 without further approval by the City Council.

SECTION 3. If any provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this Ordinance.

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict. No provision of the Municipal Code or violation of any provision of the Municipal Code shall be deemed to impair the validity of this ordinance or the instruments authorized by this ordinance or to impair the security for or payment of the instruments authorized by this ordinance; provided further, however, that the foregoing shall not be deemed to affect the availability of any other remedy or penalty for violation of any provision of the Municipal Code.

SECTION 5. This Ordinance shall be in full force and effect immediately upon its passage.

Ordinance Exhibit A, Agreement
(see attached)

PLAZA RECONSTRUCTION AGREEMENT

This Plaza Reconstruction Agreement (this "Agreement") is made and entered into effective as of the __ of _____, 2018 (the "Effective Date"), by and between the City of Chicago, Illinois (the "City"), a home rule unit and municipality under Article VII of the Constitution of the State of Illinois, acting by and through its Departments of Planning and Development ("DPD") and Transportation ("CDOT"), and 601W Companies Chicago LLC, a Delaware limited liability company ("601W"). The City and 601W are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City is authorized under the provisions of the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1 et seq., as amended from time to time (the "Act"), to finance projects that eradicate blighted conditions and conservation area factors through the use of tax increment allocation financing for redevelopment projects.

B. To induce redevelopment pursuant to the Act, the City Council of the City (the "City Council") adopted the following ordinances on November 12, 1998: (1) "An Ordinance of the City of Chicago, Illinois Approving a Redevelopment Plan for the Canal/Congress Redevelopment Project Area" (the "Area"); (2) "An Ordinance of the City of Chicago, Illinois Designating the Canal/Congress Redevelopment Project Area as a Redevelopment Project Area Pursuant to Tax Increment Allocation Redevelopment Act"; and (3) "An Ordinance of the City of Chicago, Illinois Adopting Tax Increment Allocation Financing for the Canal/Congress Redevelopment Project Area" (the "TIF Adoption Ordinance") (items(1)-(3) collectively referred to herein as the "TIF Ordinances").

C. For purposes of this Agreement "Incremental Taxes" shall mean such ad valorem taxes which, pursuant to the TIF Adoption Ordinance and Section 5/11-74.4-8(b) of the Act, are allocated to and when collected are paid to the Treasurer of the City of Chicago for deposit by the Treasurer into the special tax allocation fund for the Area established to pay redevelopment project costs and obligations incurred in the payment thereof with respect to the Area.

D. Pursuant to the Act and the Redevelopment Plan, Incremental Taxes may be used to pay redevelopment project costs such as the construction of public works or improvements.

E. The City is the owner of the approximately fifty foot (50') wide elevated structure located within the easternmost 50 feet of the South Canal Street right of way, between West Van Buren Street on the north and West Harrison Street on the south, as depicted on Exhibit 1 attached hereto and designated as the "Plaza Structure." A portion of the Plaza Structure is located under the Eisenhower Expressway/Congress Parkway, which runs over and bisects the Plaza Structure into a northern segment and a southern segment. The Plaza Structure is located in the Area.

F. 601W owns and is rehabilitating the Old Chicago Main Post Office building located at 404 West Harrison Street (aka 433 West Van Buren Street) (the "Old Post Office Building"). The Plaza Structure is adjacent to, and supported in part by, the Old Post Office Building, and the Plaza Structure serves as the adjacent public right of way for pedestrian and vehicular access to the west side of the Old Post Office Building, including emergency egress from the Old Post Office Building.

G. The Plaza Structure was originally constructed around 1914 as part of the Canal Street right of way, and it is in need of significant rehabilitation, reconstruction and renovation.

H. The City Council adopted an ordinance on _____, 2018 (the "Plaza Reconstruction Ordinance") authorizing 601W to prepare plans and specifications and implement such plans and specifications to renovate, reconstruct, repair and improve the Plaza Structure pursuant to the Redevelopment Plan (the "Work"). The Work consists of the components described in Section 2.01 below as the "City Improvements" and the "Developer Improvements." 601W shall be compensated for the City Improvements, pursuant to the Act, the TIF Ordinances and the Plaza Reconstruction Ordinance.

I. Pursuant to the Plaza Reconstruction Ordinance, and as part of the Work, 601W has prepared or has caused to be prepared plans and specifications by duly licensed engineer(s) depicting the reconstruction of the Plaza Structure, which plans and specifications have been approved by the City, and which plans are identified in Exhibit 2A attached hereto (the "Approved Plans and Specifications").

J. Pursuant to this Agreement, 601W will perform the Work, or cause the Work to be performed, and engage third party contractors or subcontractors to cause the Work to be performed in accordance with the Approved Plans and Specifications. A budget for the Work is attached as Exhibit 2B hereto (the "Budget").

K. The City and 601W desire that the City shall retain ownership of the Plaza Structure and City Improvements, as reconstructed, rehabilitated, and renovated in accordance with the Approved Plans and Specifications, as a public plaza and right of way; provided, however, that the parties intend that 601W retain ownership of the Developer Improvements, subject to the City Easements (defined below).

L. The City and 601W further desire that (i) notwithstanding the City's retained ownership of the Plaza Structure, 601W shall thereafter maintain and repair the Plaza Structure for a period of fifty (50) years; and (ii) the City shall grant certain easement rights (the "City Easements") to 601W to use and operate the Plaza Structure, and to use, operate, maintain, repair and replace the Developer Improvements, all as to be particularly described and memorialized in a Development, Easement and Maintenance Agreement, the form of which is attached as Exhibit 3 (the "Development, Easement and Maintenance Agreement"), to be entered into concurrently herewith, as more particularly described below.

M. The City agrees to use Incremental Taxes in an amount not to exceed $18,000,000 (the "Guaranteed Maximum Price" or "GMP") to pay 601W for the costs of the City Improvements pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, it is agreed between the City and 601W as follows:

SECTION 1

INCORPORATION OF RECITALS AND EXHIBITS

The above recitals and exhibits attached hereto are expressly incorporated in and made a part of this Agreement.

SECTION 2

THE WORK

2.01 Approved Plans and Specifications. 601W shall conduct the Work in accordance with the Approved Plans and Specifications described in Exhibit 2A, which have been previously approved by CDOT. All items of the Work shall be completed to "CDOT standard" which means that all materials and work shall be designed, installed, and constructed in accordance with (i) the most current version of the CDOT' s Regulations for Opening, Repair and Construction in the Public Way and its appendices and correlated standards of other departments, or the successor standards or publication adopted by CDOT, (ii) the current AASHTO standards, and (iii) the current IDOT standards. No material deviation from the Approved Plans and Specifications shall be made without the prior written approval of CDOT. The Approved Plans and Specifications shall substantially conform to the terms of this Agreement and applicable federal, state and local laws, ordinances and regulations.

(a) City Improvements. The City Improvements are exclusive of the Developer Improvements and consist of (i) horizontal steel framing supporting the bridge; (ii) concrete structural slab and connections of the slab to the horizontal steel framing supporting the bridge; (iii) expansion joints where such joints form a boundary between sections of the bridge deck or between the bridge deck and the Old Post Office Building; (iv) existing vertical system components of the public drainage system, generally located at the northwest corner of the Plaza Structure and the connection to the primary storm drainage system; (v) [intentionally omitted]; (vi) parapets/railings; (vii) columns/piers/foundations/abutments; and (viii) wing walls/retaining walls/abutments. Upon completion of the Work, turnover by 601W and acceptance by City, the City Improvements will be owned by City and maintained by 601W pursuant to the Development, Easement and Maintenance Agreement

(b) Developer Improvements. As part of the Work, 601W intends to install certain components on, under and within the Plaza Structure, which shall be part of the City Easements, and such components shall be owned and maintained by 601W, including the following (collectively, the "Developer Improvements"): (a) light poles and fixtures illuminating the Plaza Structure and the Old Post Office Building; (b) landscaping; (c) electrical conduit and connections serving the Plaza Structure and the Old Post Office Building; (d) sewer and water lines serving the Old Post Office Building and connecting to sewer and water mains located in Canal Street; and (e) one or more port cochere or entrance canopies to provide covered access at Old Post Office Building entries.

2.02 Schedule. The Work shall commence no later than _____, 2018, and shall be completed on or before _____, 20__ (the "Schedule"). Any anticipated delay in the Schedule of more than 365 days shall require approval as a Change Order (defined below).

2.03 Change Orders. "Change Order" means any amendment or modification to the Approved Plans and Specifications, any amendment or modification to the Budget (including reallocation among line items therein), any delay in the Schedule of more than 365 days, or the expenditure of contingency funds of more than $50,000 in the aggregate, which are to be paid for or reimbursed using Incremental Taxes, for the City Improvements (as described in Section

3.02 below). All Change Orders (and documentation substantiating the need therefor) must be submitted by 601W to the City for the City's written approval. 601W will not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by 601W of the City's written approval. Each subcontract between 601W and any subcontractor shall contain a provision to this effect.

2.04 Assignment and Delegation. 601W shall not assign, delegate, subcontract or otherwise transfer all or any part of its rights or obligations under this Agreement or any part hereof, unless otherwise provided for herein, without the express written consent of the City; provided, however, that 601W may elect and is authorized to delegate contracting obligations to a General Contractor and subcontract for the construction of the Work. The absence of a provision in this Agreement authorizing the assignment, delegation or transfer or the absence of a written consent shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Work or this Agreement. All subcontracts, all approvals or subcontractors and any assignment to which the City consents are, regardless of their form, deemed conditioned upon performance by the subcontractor or assignee in accordance with the terms and conditions of this Agreement. 601W shall provide the City with a copy of the general contract and with copies of all subcontracts and assignments and any amendments thereto.

2.05 Selection of General Contractor; Bonding Requirements; Subcontracts. The City has previously approved 601W's retention of _____ as the general contractor (the "General Contractor") for the Work. Any change to the General Contractor prior to completion of the Work shall require the prior approval of the City. The General Contractor shall be bonded for its respective performance and payment sureties having an AA rating or better using American Institute of Architect's Form No. 311 or its equivalent. The City shall be named as an obligee or co-obligee on such bond(s). 601W shall provide a bridge surety bond in the amount of Five Hundred Thousand and no/100 Dollars ($500,000), which bond shall remain in place (or be replaced with a bond of equivalent terms, and subject to the City's approval) until completion of the Work, as evidenced by the issuance of the Certificate (as defined below). 601W shall provide the City with copies of such replacement bonds and any future bonds required under this Agreement upon their issue. The City shall review and approve all bid packages for subcontracts before issuance and 601W shall, and shall require the General Contractor to, award subcontracts to the lowest responsive and responsible bidders and give the City prompt notice of such awards.

2.06 Consultant Engineer. 601W shall retain the services of a qualified and licensed engineer experienced in the construction of infrastructure projects ("Consultant Engineer"). The Consultant Engineer shall be responsible for seeing that the Work is constructed in accordance with the Approved Plans and Specifications. The Consultant Engineer's scope of work shall include, but not be limited to, preparation of all construction documentation in accordance with the applicable requirements of the Chicago Department of Transportation's Construction Manual, quality assurance and quality control, review of all contractor submittals including shop drawings, material submittals and catalogue cuts, determine the appropriateness of any proposed modifications to the Plans and Specifications, prepare punchlists on behalf of the City and supervise project closeout and acceptance of the Work. Staffing shall be as determined by agreement of the City and 601W, and shall be adequate to cover all aspects of the Work.

2.07 Maintenance During Construction. Until the Work is inspected and approved by CDOT and the City Improvements are accepted by CDOT, as evidenced by issuance of the Certificate (defined below), 601W shall maintain and, as necessary, repair the Plaza Structure.

Upon issuance of the Certificate (defined below), maintenance and repair of the Plaza Structure shall be governed by the Development, Easement and Maintenance Agreement.

2.08 Other Laws and Regulations. 601W must at all times observe and comply, and must cause its General Contractor and subcontractors to observe and comply, with all applicable Federal, State and local laws, ordinances, codes, rules, regulations and executive orders, now existing, which may in any manner affect the performance of this Agreement. Provisions required by law, ordinance, codes, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted, whether or not they appear in this Agreement or upon application by either Party, this Agreement, will forthwith be physically amended to physically make such insertion; however, in no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Agreement. In constructing the Work, 601W must follow the most stringent of the applicable agency and code requirements. 601W is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

2.09 Right to Inspect. During construction of the Work, the appropriate City department shall have the right at any time and from time to time to enter upon the Plaza Structure for the purpose of conducting such inspections as are required by the terms of this Agreement or as the City may otherwise deem appropriate.

2.10 No supporting viaduct columns, abutments, retaining walls and other City structures adjacent to the Subject Property shall be impacted and 601W shall be responsible in the event there is any movement beyond what is acceptable to the City.

2.11 Three (3) copies of shop drawings, catalogue cuts and material submittals pertaining to the City Improvements, approved by 601W's General Contractor and reviewed and approved by the Consultant Engineer shall be delivered to the Commissioner of CDOT (the "CDOT Commissioner") at least twenty (20) business days prior to the beginning of any work specified by said shop drawings, catalogue cuts or material submittals for the purpose of verifying that the work conforms to the requirements of the Plans and Specifications.

2.12 Within sixty (60) days after the completion of all Work required by this Agreement, 601W or its appointed agent will deliver to the CDOT a complete set of "As Built" plans, shop drawings, material submittals and catalogue cuts reproduced on Mylar or transparent film and a computer diskette(s) (CD) of the same information in scanned raster format pertaining to the City Improvements and the Developer Improvements. The plan reproductions shall measure 27 inches by 41 inches.

2.13 As contemplated in Section 2.05 above, 601W shall deliver payment and performance bonds (collectively, the "Bond") to the City in accordance with this Agreement and may cause its General Contractor and/or subcontractors to obtain such Bonds, in a sum equal to one hundred percent of the hard costs set forth in the Budget, which Bond shall provide that 601W, or any general contractor or subcontractors posting said Bond, as applicable, shall perform all work according to the Approved Plans and Specifications for the Work and promptly pay all debts incurred by 601W or its general contractor in the prosecution of said work for materials and labor. The City will be included as an obligee or co-obligee on said Bond(s). The Bond(s) shall be in the form attached hereto as Exhibit 4. Any performance Bond so provided must comply with the provisions of 30 ILCS 550/1 et seq., as amended, and Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The surety or sureties issuing the Bond must be acceptable to the City Comptroller. The surety for the Bond must have a Best's

Key Rating Guide of "B+", Class XI or greater. The performance Bond shall be secured by a surety listed in the latest issue of U.S. Treasury Circular 570.

SECTION 3

PAYMENT FOR THE WORK

3.01 Guaranteed Maximum Price; Responsibility for Developer Improvements. The City will promptly pay 601W for the cost of the City Improvements, up to the Guaranteed Maximum Price, in accordance with the terms and conditions of this Agreement. 601W does not guarantee any specific line item provided as part of the Budget, but agrees that it will be responsible for paying all costs of completing the City Improvements that exceed the Guaranteed Maximum Price. In addition, the City shall have no obligation to pay the cost of the Developer Improvements, and that 601W shall be responsible for paying all costs of completing the Developer Improvements. CDOT agrees to waive all permit, plan review, inspection or re-inspection fees with respect to the City Improvements. The City further agrees to provide such documentation as is necessary to allow the Developer, General Contractor and subcontractors to exercise sales tax exemptions to the extent applicable to the Work, it being acknowledged that the Budget excludes sales taxes and other fee waivers which are applicable to the City.

3.02 Contingency Allowance. The Budget includes a contingency allowance to cover unforeseen costs, including without limitation unknown physical conditions, or costs associated with circumstances outside the control of 601W, including without limitation work restrictions or costs imposed by Amtrak, that are necessary for the completion of the City Improvements. Contingency expenditures of more than $50,000 per issue, which are to be paid for or reimbursed using Incremental Taxes, must be approved in writing by the City prior to such expenditure, which approval may not be unreasonably withheld. Contingency expenditures of up to $50,000 per issue, and contingency expenditures of any amount that are not being paid for or reimbursed using Incremental Taxes, shall be at the sole discretion of 601W.

3.03 Payment Applications. Payment for the City Improvements shall be made promptly through an escrow account established pursuant to an escrow agreement among the City, 601W and Chicago Title and Trust company (the "Escrow Agent"), the form of which is attached hereto as Exhibit 5 (the "Escrow Agreement"). Concurrently with the execution of this Agreement, the City shall deposit with the Escrow Agent Incremental Taxes in an amount equal to the 50% of the Guaranteed Maximum Price, with the second 50% of the Guaranteed Maximum Price to be deposited not later than January 31, 2019. It is the duty of 601W to effectively manage the payment application process and all related paperwork. 601W is responsible to the City for securing and delivering all paperwork required by the Agreement to be submitted with payment applications, including subcontractor, consultant and material supplier lien waivers, certified payrolls, and all other required documents as further specified herein. Repeated failure of 601W to promptly submit its payment applications to the City, in proper and complete form, will constitute a material breach of this Agreement, and constitute cause for termination. No payment application will include payment for Work for which 601W has not been billed by the applicable subcontractor, material supplier, service provider or consultant. 601W will submit payment applications in such a manner so as not to delay payment to any subcontractor, material supplier, consultant or service provider whose billing and lien waiver paperwork is complete. All required certified payrolls, trailing lien waivers, and other required paperwork must be submitted with the payment application. 601W's payment application will not include any request for payment for work of any subcontractor, material

supplier, consultant, or service provider whose certified payrolls, trailing lien waivers, or other payment paperwork is incomplete at the time the payment application is submitted.

3.04 Schedule of Values; Treatment of Prior Expenditures.

(i) No later than fifteen (15) days after the Effective Date, 601W will submit to the City a schedule of values ("Schedule of Values"), showing values of the City Improvements to be performed by trade contractors, which values shall be modified as subcontract awards are made, and agreed upon construction fee ("Construction Fee") to be paid to [601W] [the General Contractor] containing such supporting details or other evidence as to its correctness as the City may require. The Schedule of Values will list the value for each construction activity broken down by materials and labor to be included in the progress schedule. When approved by the City, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error.

(ii) 601W has made certain expenditures in satisfaction of certain costs covered in the Budget prior to the Effective Date (the "Prior Expenditures"). Exhibit 6 identifies such prior expenditures approved by the City as Prior Expenditures and, subject to the terms and conditions hereof, the City agrees to reimburse 601W for such Prior Expenditures within thirty (30) business days of the Effective Date (contingent upon the submission by 601W and approval by the City of the insurance certificates pursuant to Section 10 and the Bond pursuant to Section 2.05.

3.05 Invoice Target Date. The City will assign an invoice target date to 601W. Not later than ten (10) days prior to the invoice target date, 601W will submit to the City a pencil copy of the application for payment ("Payment Application") for City Improvements completed through the end of the current month and a monthly progress report. Not later than five (5) days prior to the invoice target date, the pencil copy will be reviewed for approval of value of the City Improvements completed at the payment review meeting with the City. Calculation of the value of the City Improvements completed will be made by summarizing the individual values of City Improvements completed as such completion is reported in the monthly progress report reviewed by the City. Submission of the monthly progress report five (5) days prior to the payment review meeting will be a condition precedent to the approval of the payment application. The pencil copy of the Payment Application will project completion of the City Improvements through the end of the current month.

3.06 Sworn Statement. On the invoice target date of each month, 601W will submit to the City, in triplicate, an application for partial payment including a notarized affidavit stating that all monetary obligations to all subcontractors for the periods covered by all prior applications for payment for which payment has been made by the City, if any, have been completely fulfilled and discharged. The affidavit must be supported by receipts or receipted vouchers, and lien waivers, evidencing payments for such materials, services, labor, and payments to subcontractors, together with a waiver of lien covering the amount for which the current payment is being required and such other evidence of 601W's right to payment as the City may direct. 601W shall submit form of waiver of lien for partial or progress payment to the City for approval. The application for partial payment will conform to approvals made by the City at the payment review meeting.

3.07 Certified Payrolls. Three copies of certified payrolls for the payment period are to be submitted by 601W, the General Contractor and all subcontractors working on the Plaza Structure to the City or its designated representative every week. The City may elect to utilize a

Web-based method for electronic submittal of certified payrolls. In the event that the City elects to utilize electronic submittal, 601W shall follow the directions provided by the City, and submit its certified payrolls electronically, as a replacement for the three hard copy submittals. All payrolls must be identified with 601W, the General Contractor's or subcontractor's name and contract name and number, and must be sequentially numbered. The payroll will be submitted by 601W, the General Contractor, and subcontractor until all Work by 601W, the General Contractor, or subcontractor is completed. If there are periods of no Work by 601W or a subcontractor, a payroll labeled "NO WORK" will be submitted. The final payroll will be labeled "FINAL." Certified payrolls are required to assure equal employment opportunity ("EEO") compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the City. An employee's address should appear every time his/her name appears on the payroll. 601W must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a payroll summary report ("Payroll Summary Report") in the form required by the City. The EEO report form required by the City and the U.S. Department of Labor must be submitted by 601Wand each subcontractor, reflecting fully the periods of Work covered by the partial payment request.

3.08 Documentation Supporting Monthly Payment Applications.

(a) For the first Payment Application, 601W must provide its own Sworn Statement and its own partial lien waivers in support of the Payment Application.

(b) For the second Payment Application, 601W must provide: its own Sworn Statement; its own partial lien waivers for the current Payment Application; and partial lien waivers from all of its first tier subcontractors for the prior Payment Application.

(c) For the third Payment Application, 601W must provide: its own Sworn Statement; its own partial lien waivers for the current month; its first tier subcontractors ("First Tier Subcontractors") partial lien waivers for the previous month, and partial lien waivers of the second tier subcontractors ("Second Tier Subcontractors") for the first Payment Application.

(d) For the fourth and all subsequent Payment Applications, 601W must provide the corresponding supporting documentation as indicated in 3.08(c) above. For the final Payment Application all lien waivers of 601W, its First Tier Subcontractors, and all Second Tier Subcontractors must be "final" waivers.

(e) Prior to final payment and final completion of the Work, and issuance of the Certificate, 601W must comply with the requirements of Section 3.11, below. Unless a written extension is granted by the City, 601W must submit the final payment application and waivers consistent herewith. 601W's failure to do so within the required time period is an Event of Default hereunder.

3.09 Deductions for Uncorrected Work. The City reserves the right to, in its sole discretion, deduct the cost of damaged or non-conforming Work from the Guaranteed Maximum Price rather than require 601W to repair or replace such damaged or non-conforming Work, but only in the event 601W has failed to correct the non-conforming Work after receiving reasonable notice from the City that the City will correct the non-conforming Work, and 601W has failed to

commence correcting such non-conforming Work promptly upon receipt of such notice from the City.

3.10 Certificates for Payment. If 601W has complied with the requirements of Section 3.03, "Payment Applications," the City will issue to 601W a certificate for such amount as the City determines to be properly due as agreed upon during the payment review meeting during the preceding payment period. The amount of each partial payment will be the total sum of completed Work (including bonds, insurance and fees) less prior partial payments, retainage, and payments withheld in accordance with the provisions of Section 3.12. No certificate issued for payment, nor payment to 601W, nor partial or entire use of the Work, nor occupancy of the Plaza Structure by the City will be an acceptance of any Work or materials not in accordance herewith. Any certificates for payment are for the benefit of the City and will not be relied upon by any other party (including any surety or subcontractor of 601W) in any action against the City.

3.11 Retainage. Except with respect to the items identified on Exhibit 56 (Prior Expenditures) and Exhibit 7 (Exceptions from Retainage) attached hereto, the City will retain [ten percent (10%)] from the invoice sums approved and due the General Contractor, up to a total of [ten percent (10%)] of the GMP, including approved change orders (the "Retainage"). The Retainage will be released to the General Contractor in accordance with Section 3.13 below. The Commissioner of DPD (the "DPD Commissioner"), at the DPD Commissioner's sole discretion, may increase the amount of the Retainage withheld if the DPD Commissioner considers 601W's or the General Contractor's performance or the progress of the Work to be such that the City will likely incur damages in excess of the amount of Retainage. Neither 601W nor the General Contractor shall withhold retainage from subcontractors in excess of the percentage Retainage withheld by the City from payments to the General Contractor, and must release Retainage to the subcontractors under Section 3.14 or the prompt payment to subcontractors required by Section 3.15.

3.12 Payments Withheld. No payment shall be made to 601W until certificates of insurance, the Bond, or other evidence of compliance by 601W with all the requirements of this Agreement for insurance and bonds have been provided to the City. Further, no payments on the basis of Work performed by a subcontractor shall be paid until copies of all bonds required and any certificates of insurance required of the subcontractors by this Agreement have been filed with the City. The City may decline processing a Payment Application if, in the City's opinion, the Payment Application is not adequately supported. If 601W and the City cannot agree on a revised amount, the City will process the Payment Application in the amount the DPD Commissioner deems appropriate. The City may decline to process any Payment Application or may rescind in whole or in part any approval previously made to such extent as may be necessary in his/her opinion because of any failure of 601W to perform any obligation under this Agreement, including but not limited to:

(a) 601W's failure or refusal to provide the City monthly schedule updates and obtain the City's approval, to the extent required under Section 2.03 above.

(b) 601W's failure to remedy defective Work following written notice from the City.

(c) 601W's failure to make payments due to subcontractors, employees, or material suppliers or for labor, materials or equipment once payment is received by 601W, or provide partial lien waivers with Payment Applications as provided herein.

(d) 601W's persistent failure to maintain progress of the Work in accordance with the Schedule, or failure to carry out the Work in accordance with this Agreement as determined by the City.

(e) 601W's refusal to follow City, state, federal, or Contract safety and security requirements.

(f) 601W's failure to provide a plan to meet the requirements of the Chicago Residency Ordinance pursuant to Section 6.02 hereof.

The City's rights under this Section 3.12 are cumulative to any other rights provided under this Agreement.

3.13 Release of Retainage.

(a) At 75% Completion of the Work. When the Commissioner of CDOT determines that 601W has satisfactorily completed 75% of the Work (as measured by expenditure of 75% of the Budget, that is $13,500,000), based upon invoice sums approved and due the General Contractor, the Retainage may be reduced to an amount equal to [three percent (3%)] of the Guaranteed Maximum Price, including any approved or authorized Change Orders.

(b) At Project Substantial Completion. When the Work is substantially completed, 601W must notify the City, in writing, that the Work will be ready for inspection and/or testing on a definite date. Such notice must be given at least seven (7) calendar days in advance of said date. CDOT will make such inspection as is convenient for 601W, the General Contractor and CDOT, but within a reasonable period of time following such notice. The scheduling of the inspection to determine whether the Work is substantially complete shall not relieve 601W of its responsibilities under this Agreement. 601W is required to furnish access for the inspection. If the CDOT Commissioner finds that the Work is acceptable under this Agreement and has been substantially (subject only to final punch list items) and satisfactorily performed, then Retainage may be reduced to an amount equal to [one percent (1%)] of the Guaranteed Maximum Price, including any approved Change Orders, provided that 601W has furnished: (i) MBE / WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount earned; (ii) complete certified payrolls; (iii) documentation of the turnover of "as-built" drawings, record shop drawings, and product data; (iv) spare stock of materials, spare parts, accessories, special tools, O & M manuals, guarantees, warranties; and (v) all other items required by this Agreement or reasonably required by the City.

(c) At Project Final Completion. The remaining Retainage will be paid when all remaining Work and punch list work is complete and 601W submits to the City a sworn affidavit that states the following:

(i) All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied.

(ii) The "Contractor's Sworn Statement and Affidavit" for final release of retainage has been provided to the City.

(iii) All claims made by subcontractors of any tier, suppliers, and others against 601W, the City, any agents of the City, the DPD Commissioner or the CDOT Commissioner have been resolved.

(iv) "Final Waiver of Lien and 601W's Affidavit" forms for all subcontractors of any tier have been provided to the City.

(v) All warranties and guarantees required by the Agreement have been provided to the City.

(vi) All warranties and guarantees are in full force and effect.

(vii) 601W has provided manufacturers' operating instructions for all equipment, and furnished proof that appropriate training of City personnel has been completed.

(viii) The surety's written consent, signed by its authorized representative, for final payment to be made directly to 601W, has been provided to the Authorized City Representative.

(ix) 601W agrees that acceptance of final payment will constitute a general release to the City, its representatives, officials and employees of all claims of liability for anything done or furnished or relating to the Work required by the Agreement or for any act or neglect of the City or its agents, officials and employees relating to or connected with the Agreement except as may be mutually agreed and excepted in writing at the time of final payment.

(x) As-built documentation including but not limited to as-built drawings, as-built shop drawings and operation and maintenance manuals have been provided to the City.

(xi) All other documents reasonably requested by the City have been provided.

(xii) 601W must remove all of 601W's trailers, equipment, leftover materials, and trash from the Plaza Structure, staging area(s) or anywhere else on the Plaza Structure or adjoining areas within the right of way. 601W must also restore 601W's staging area(s) to its pre-construction condition. If 601W does not comply with this requirement, the City may provide written notice to comply. If 601W fails to comply with the written notice, the City may have the work done by others, and deduct the charge from the General Contractor's Retainage.

(xiii) The MBE/WBE, Prevailing Wage, and City Residency Requirements under this Agreement have been met, as reported by DPD's Monitoring and Compliance Division.

(d) Notwithstanding the foregoing, the City may decline to release all or a portion of the Retainage if the CDOT Commissioner considers 601W's performance of the Work to be such that the City has incurred or will likely incur damages greater than the Retainage.

3.14 Prompt Payment to Subcontractors.

(a) 601W must state the requirements of this Prompt Payment provision in all subcontracts and purchase orders. If 601W fails to incorporate these provisions in all subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all subcontracts and purchase orders. 601W and the subcontractors have a continuing obligation to make prompt payment to their respective subcontractors. Compliance with this obligation is a condition of 601W's participation and that of its subcontractors in the Work.

(b) 601W must make payment to its subcontractors within fourteen (14) days of receipt of payment from the City for each monthly Payment Application, but only if the subcontractor has satisfactorily completed its Work in accordance with this Agreement and provided 601W with all of the documents and information required of 601W by this Section 3. 601W may delay or postpone payment for a Payment Application when the subcontractor's Work or materials do not comply with the requirements of this Agreement, and 601W is acting in good faith and not in retaliation for a subcontractor exercising legal or contractual rights.

(c) 601W must make final payment to its subcontractors within fourteen (14) days of receipt of such final payment from the City, and after the subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of punch list work, providing final lien waivers, and providing all of the documents required by this Agreement for payment of Retainage at final completion of the Work as provided for in Section 3.13. Retainage must be paid to subcontractors as required by this section, regardless of whether the Work has been determined to have reached substantial completion. 601W may delay or postpone payment of retainage if the subcontractor's Work or materials do not comply with the requirements of this Agreement, 601W has substantial grounds for and has acted reasonably in making the determination, and 601W is acting in good faith and not in retaliation for a subcontractor exercising legal or contractual rights.

(d) 601W must make payment to subcontractors so that they receive it within fourteen (14) days of 601W's receipt of payment from the City. Payment is deemed received by the subcontractor at the time of hand delivery by 601W, or three (3) calendar days after mailing by 601W.

(e) [To the extent feasible, to facilitate the flow of information to subcontractors, the City will post at the field office located at the Plaza Structure and on the City website (www.cityofchicago.org), a list of 601W's Payment Applications, including the subcontractors identified in them, submitted to the City for payment and the date of payments made to 601W by the City.]

(f) 601W must not delay or refuse to timely submit pay requests for a subcontractor's work or materials. The City may construe such delay or refusal as 601W's failure to act in good faith. "Timely", in this context, means within thirty

(30) days after the portion of the subcontractor's work that the subcontractor has invoiced is in place at the Plaza Structure or the materials delivered to the Plaza Structure (or off-site if payments for off-site delivery are permitted). In addition, 601W must not delay or postpone payment for an undisputed portion of a subcontractor's invoice or in connection with claims or disputes involving different Payment Applications on the same project or different projects.

(g) The City may withhold payment from 601W or the General Contractor when the DPD Commissioner determines that 601W has not complied with this Section 3.14.

(h) These provisions do not confer any rights in subcontractors against the City. Nothing in this section is to be construed to limit the rights of and remedies available to the City, including but not limited to various rights under the Agreement.

3.15 Subcontractor Claims. 601W must pay all lawful undisputed claims made against it by its subcontractors and all lawful undisputed claims made against 601W by other third persons arising out of, in connection with, or because of its performance of this Agreement. 601W will cause all of its subcontractors to pay all lawful undisputed claims made against them. In the event such lawful undisputed claims are not satisfied, the City is hereby empowered to disburse such sums for and on account of 601W directly to the respective parties to which such sums are due and owed upon ten (10) days written notice to 601W.

3.16 Pay Estimates and Payments Subject to Review. Before issuance of a Certificate (defined below) and for a period of three (3) years after issuance of such Certificate, the City shall not be precluded or estopped by any measurement, estimate, or certificate made by 601W or any subcontractor from showing the true amount and character of the portion of the Work performed and materials furnished by or on behalf of 601W relating to such Certificate, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that such portion of the Work or materials do not conform in fact to the Agreement. Subject to Illinois law, the City will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from 601W and its sureties such damages as the City may sustain by reason of 601W's failure to comply with the terms of the Agreement.

3.17 Salaries/Wages. Salaries of all employees of the General Contractor performing the Work will be paid unconditionally and not less often than once a month without deduction or rebate on any account, except for payroll deductions as may be required by law. If there is any underpayment of salaries by the General Contractor, the City may withhold, out of payments due to the General Contractor, an amount sufficient to pay to employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked.

3.18 No Waiver of Legal Rights. Neither the acceptance by the City nor any payment by the City will operate as a waiver of any portion of the Agreement, or of any power herein reserved, or any right to damages herein provided. If the City elects to waive any breach of this Agreement, that waiver will not be held to be a waiver of any other or subsequent breach. The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by 601W, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to this

Agreement. The City will not be precluded or estopped from recovering from 601W and/or its sureties such damages as the City may sustain by reason of 601W's failure to comply with the terms of the Agreement.

SECTION 4

LIENS

4.01 601W will notify its contractors and subcontractors that no mechanics' lien under the Illinois Mechanics Lien Act. 770 ILCS 60/1, et seq., will be permitted to arise, be filed or maintained against public funds, the Plaza Structure or the real estate within which it is located, or any part thereof or any interest therein, or against any monies due or to become due to 601W on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Work; and 601W, for itself and its contractors and subcontractors, does hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agrees further that this waiver of liens and waiver of the rights to file or maintain such liens will be an independent covenant.

4.02 If any of 601W's contractors, subcontractors, employees, officials, agents, or any other person directly or indirectly acting for, through, or on their behalf files or maintains a lien or claim under the Illinois Mechanics' Lien Act, 770 ILCS 60/1, et seq., against public funds or against any monies due or to become due to any contractors or subcontractors on account of any of the Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Work, 601W agrees to cause such liens and claims to be satisfied, removed or discharged within 30 days from the date of filing, provided that the City may extend the 30 day period if (i) the City determines that such lien claim cannot be so satisfied, removed, or discharged in such period and (ii) 601W, in the City's reasonable determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged, or 601W has posted a bond covering such liens or claims in an amount not less than 110% of such liens or claims. The City has the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at 601W's sole cost, such cost to include reasonable legal fees and shall be reimbursable in full with interest from the date of payment at the rate set at 12% per annum.

4.03 Whenever the City receives notice in writing of a lien or claim of money due from 601W or the General Contractor to any subcontractor, worker, or employee for Work performed or for materials or equipment furnished and used in or about the Work, the City may direct that the amount of such claim be deducted from payments due or to become due the General Contractor and withheld by the City until such claim has been paid or otherwise discharged; provided, however that, to the extent permitted by law, the City shall not direct that the amount of such claim be deducted or withheld from payments due or to become due to the General Contractor if 601W demonstrates that (i) all documentation required by the Agreement for payment of said amount to subcontractor, worker or employee or for such materials and equipment furnished and used in or about the Work has been properly submitted to the City by 601W, or (ii) 601W has furnished a bond as security for the lien. This provision is to be construed as being solely for the benefit of the City, and will not require the City to determine or adjust any claims or disputes between 601W and its subcontractors, workers, or employees, or to withhold any money for their protection, unless the City elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws. The final

payment will not become due until 601W delivers to the City complete release of all liens, financial obligations or claims from 601W, subcontractors, and other agents acting on its behalf in connection with the Work, arising out of the Work, and an affidavit that so far as it has knowledge or information, the releases include 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, 601W must refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

SECTION 5

TURNOVER, ACCEPTANCE, CERTIFICATE OF COMPLETION

Upon final inspection of the Work and acceptance of the City Improvements, and upon 601W's request, the City shall issue to 601W a Certificate of Completion of Construction (the "Certificate") certifying that 601W has fulfilled its obligation to complete the Work in accordance with the terms of this Agreement. The City shall use reasonable efforts to respond to 601W's written request for a Certificate within sixty (60) days by issuing either a Certificate or a written statement detailing the ways in which the Work does not conform to this Agreement, and the measures which must be taken by 601W in order to obtain the Certificate. 601W may resubmit a written request for a Certificate upon completion of such measures.

SECTION 6

EMPLOYMENT OBLIGATIONS

6.01 601W, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its or their various contractors, subcontractors or any affiliate of 601W operating on City property or the Plaza Structure with respect to the Work (collectively, with 601W, the "Employers" and individually an "Employer") to agree, that for the term of this Agreement with respect to 601W and during the period of any other party's provision of services in connection with the construction of the Work:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified

applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Work be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 6.01, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subsections (a) through (d) in every contract entered into in connection with the Work, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on City property, including the Plaza Structure, with respect to the Work, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 6.01 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof.

6.02 City Resident Construction Worker Employment Requirement. 601W agrees for itself and its successors and assigns, and shall contractually obligate any other General Contractor, if different from 601W, and shall itself, or cause the General Contractor, if different from 601W, to contractually obligate its subcontractors, as applicable, to agree, that during the construction of the Work they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons engaged in construction of the City Improvements shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, 601W, any other General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

601W may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

"Actual residents of the City" shall mean persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment.

601W, any other General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed in the construction of the Work. Each Employer shall maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the DPD Commissioner of the DPD in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

601W, any other General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the DPD Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. 601W, any other General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the Work.

At the direction of the City, affidavits and other supporting documentation will be required of 601W, any other General Contractor and each subcontractor to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of 601W, any other General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the requirements of this Section 6.02 concerning the worker hours performed by actual Chicago residents.

When the Work is completed, in the event that the City has determined that 601W has failed to ensure the fulfillment of the requirement of this Section 6.02 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 6.02. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by 601W to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject 601W, any other General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to 601W pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether 601W must surrender damages as provided in this Section 6.02.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

601W shall cause or require the provisions of this Section 6.02 to be included in all construction contracts and subcontracts related to the Work.

6.03 MBE/WBE Commitment. 601W agrees for itself and its successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate any other General Contractor to agree that, during the construction of the Work:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 6.03, during the course of construction of the City Improvements, at least the following percentages of the budgeted hard costs of the City Improvements, as these budgeted amounts may be reduced to reflect decreased actual costs, shall be expended for contract participation by MBEs or WBEs:

(i) At least 26 percent by MBEs.

(ii) At least 6 percent by WBEs.

(b) For purposes of this Section 6.03 only, 601W (and any party to whom contract is let by 601W in connection with the City Improvements) shall be deemed a "contractor" and this Agreement (and any contract let by 601W in connection with the City Improvements) shall be deemed a "contract" as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, 601W's MBE/WBE commitment may be achieved in part by 601W's status as an MBE or WBE (but only to the extent of any actual work performed on the City Improvements by 601W), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed on the City Improvements by the MBE or WBE), by 601W utilizing a MBE or a WBE as a General Contractor (but only to the extent of any actual work performed on the City Improvements by the General Contractor), by subcontracting or causing the General Contractor to subcontract a portion of the City Improvements to one or more MBEs or WBEs, or by the purchase of materials used in the City Improvements from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both a MBE and a WBE shall not be credited more than once with regard to 601W's MBE/WBE commitment as described in this Section 6.03. In accordance with Section 2-92-730, Municipal

Code of Chicago, 601W shall not substitute any MBE or WBE General Contractor or subcontractor without the prior written approval of the City.

(d) 601W shall deliver quarterly reports to the City during the construction of the City Improvements describing its efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by 601W or any other General Contractor to work on the City Improvements, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the City Improvements, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist DPD in determining 601W's compliance with this MBE/WBE commitment. The City shall have access to 601W's applicable books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account, on five (5) business days' notice, to allow the City to review 601W's compliance with its commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the City Improvements.

(e) Upon the disqualification of any MBE or WBE General Contractor or subcontractor, if such status was misrepresented by the disqualified party, 601W shall be obligated to discharge or cause to be discharged the disqualified General Contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of 601W's MBE/WBE commitment as described in this Section 6.03 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of construction of the City Improvements, 601W, any other General Contractor and all major subcontractors shall be required to meet with the monitoring staff of the City with regard to 601W's compliance with its obligations under this Section 6.03. During this meeting, 601W shall demonstrate its plan to achieve its obligations under this Section 6.03, the sufficiency of which shall be approved by such board or department. During the construction of the City Improvements, 601W shall submit the documentation required by this Section 6.03 to the monitoring staff of the City, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the City Improvements via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City, upon analysis of the documentation, that 601W is not complying with its obligations hereunder shall, upon the delivery of written notice to 601W, be deemed an Event of Default or breach hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to 601W to halt construction of the City Improvements, (2)

withhold any further payment to 601W or any general contractor, or (3) seek any other remedies against 601W available at law or in equity.

SECTION 7

ADDITIONAL COVENANTS AND REQUIREMENTS

7.01 No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work to which this Agreement pertains, will have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Agreement or to any financial benefit to arise from it.

7.02 601W covenants that its officers, directors and employees, and the officers, directors and employees of each of their members if a joint venture, or a limited liability company and contractors and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Plaza Structure which would conflict in any manner or degree with the performance of the work relating to the Work hereunder. 601W further covenants that in the performance of this Agreement, no person having any such interest must be employed. 601W agrees that if the City, by the DPD Commissioner in his or her reasonable judgment, determines that any of 601W's work for others conflicts with the Work, 601W's Entities must terminate such other services immediately upon request of the City.

7.03 Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City council committee hearing or in any City council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of $2,500 or more in a calendar year; provided however, a financial interest shall not include:

(i) Any ownership through purchase at fair market value or inheritance of less than 1% of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such share, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;

(ii) The authorized compensation paid to an official or employee for his office or employment;

(iii) Any economic benefit provided equally to all residents of the City;

(iv) A time or demand deposit in a financial institution; or

(v) An endowment or insurance policy or annuity contract purchased from an insurance company.

A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.04 It shall be the duty of any bidder, proposer, 601W and any contractor, all subcontractors and every applicant for certification of eligibility for a City contractor program, and all officer, directors, agents, partners and employees of any bidder, proposer, 601W and any contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. 601W understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. 601W and contractors shall inform subcontractors of this provision and require understanding and compliance herewith.

7.05 601W must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment is made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of this chapter is voidable as to the City.

7.06 601W is required to submit a fully-executed Economic Disclosure Statement and Affidavit in the forms attached hereto as Exhibit 8. These documents must be signed by an authorized officer of the company before a notary and such documents are incorporated by reference to this Agreement. 601W shall provide City with any material updates to the information previously submitted in 601W's Economic Disclosure Statement and Affidavit. The City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

7.07 In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any set-off) available to the City under this Agreement, or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due thereunder, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/ or the amount of any debt owed by the contracting party to the City.

For purposes of this provision, "outstanding parking violation complaints' means a parking ticket, notice of parking violation, or parking violation complaint on which neither payment has been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the provisions of this section above, no such debt(s) or outstanding parking violation complaint(s) are off set from any such price or compensation due if one or more of the following conditions are met:

(a) The contracting party has entered into an agreement with the Department of Finance, or other appropriate City department for the payment of all outstanding

parking violation complaints and/or debts owed to the City and the contracting party is in compliance with the agreement; or

(b) The contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or

(c) The contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

7.08 All construction or alteration undertaken by 601W in connection with this Agreement shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to the following: American with Disabilities Act, P.L. 101-336(1990) and the Uniform Federal Accessibility Stands and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, 601W shall comply with the standard providing greater accessibility.

7.09 601W, in contracting work for the City Improvements, must comply with the provisions of 330 ILCS 55/0.01 et seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference may be given only where the individuals are available and qualified to perform work with respect to the City Improvements to which the employment relates. 601W must ensure that the foregoing provision is inserted in all contracts entered in with any contractors and subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with this City Improvements.

7.10 To the extent permitted by law, this Agreement shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 565/1 et seq., as it may be amended from time to time. Steel Products issued or supplied in the performance of this Agreement or any contract, subcontract related hereto shall be manufactured or produced in the United States. For purposes of this Section 7.10 "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section 7.10 may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of $5,000 or the payment price received as a result of such violation.

7.11 601W, in contracting work for the Work, shall use only Illinois laborers in the performance of this Agreement to the extent (1) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS, 570/0.01, as amended from time to time and (2) otherwise permitted by law.

7.12 The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for contractors

to obtain the benefits of public funds under City contracts while its owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner(s) in arrearage on their child support obligations and: (1) such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed, (see Certification of compliance with Child Support Orders in Disclosure Affidavit), then:

For those bidders in competitive bid contracts, the City shall assess an 8% penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty shall apply only for the purposes of comparing bid amounts and shall not affect the amount of any contract payment.

For purposes of this section, "Substantial Owner" means any person who owns or holds a 10% or more Percentage of Interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"Percentage of Interest" includes direct, indirect and beneficial interests in 601W. Indirect or beneficial interest means that an interest in 601W is held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominees(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in 601W, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more percentage of interest in 601W. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section 7.12 shall only apply where not otherwise prohibited by federal, state or local law; provided, however, that it is expressly acknowledged by the City that it is entering into this Agreement with 601W without competitive bidding for the Work.

7.13 The City through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in North Ireland.

In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary contractor conducts any business operations in Northern Ireland, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

7.14 Section 2-92-610 of the Municipal Code of Chicago requires eligible contractors and their subcontractors to pay a living wage (currently $12.55 per hour minimum base wage) to covered employees employed in the performance of this Agreement. 601W is an eligible contractor if at any time during the performance of this Agreement, 601W has 25 or more full-time employees. If 601W is, or becomes eligible, 601W and its contractors and subcontractors must pay at least the base wage to covered employees. Covered employees are: security guards (but only if 601W and its contractors and subcontractors employ in the aggregate 25 or more of them), and, in any number, parking attendants, day laborers, home and health care

workers, cashiers, elevator operators, custodial workers and clerical workers. Notwithstanding the foregoing, Section 2-92-610 does not apply to not-for-profit corporations with federal 501(3) tax exempt status. Also, if the work being done under this Agreement is subject to payment of prevailing wages, and the prevailing wages are higher than the base wage, then prevailing wage rates apply and must be paid.

7.15 601W shall ensure that, to the extent applicable, services and materials provided hereunder comply with any Buy America provisions of the Federal government and/or any similar provisions of the State or City.

7.16 All wages for construction of the City Improvements shall be paid in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

7.17 It is an unlawful employment practice for 601W to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, gender, age, disability, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individual's status as an employee, because of such individual's race, color, religion, gender, age, disability, or national origin.

7.18 601W must comply with the Civil Rights Act of 1964, 42, Sec.000 et seq. (1981), as amended. 601W shall further comply with Executive Order No. 11, 2346, 30 Fed. Reg. 12, 319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,37532 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086,43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

7.19 In satisfying State requirements, 601W must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, and the rules and regulations of the Illinois et seq. Department of Human Rights; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and the Environmental Barriers Act, 410 ILCS 251 et seq. In satisfying City requirements, 601W must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended. Further 601W must furnish such reports and information as requested by the Chicago Commission of Human Relations. 601W agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, contractors, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

SECTION 8

NOTICES

8.01 Notice. All notices or other communication hereunder to any Party shall be given in writing (at the addresses set forth below: by any of the following means: (a) personal service;

(b) electronic communications, whether by telex, telegram or telecopying; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested:

If to 601W:	601W Companies Chicago LLC 601 West 26th Street, Suite 1275 New York, NY 10001
With Copies to:	DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attn: Mariah F. DiGrino, Esq.
If to the City:	City of Chicago Department of Planning and Development 121 North LaSalle Street, Suite 1000 Chicago, Illinois 60602 Attn: Commissioner
	and
	City of Chicago Department of Transportation 30 North LaSalle Street, Suite 1100 Chicago, Illinois 60602 Attn: Commissioner
With Copies to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Real Estate Division

Such addresses may be changed by notice to the other parties given in the manner provided above. Any notice, demand or request sent pursuant to either subparts (a) or (b) hereinabove of shall be deemed received upon personal service or upon dispatched by electronic means. Any notice, demand or request sent pursuant to subpart (c) shall be deemed received on the day immediately following deposit in an overnight courier, and, if sent pursuant to subpart (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

SECTION 9

DEFAULT AND REMEDIES

9.01 The occurrence of any one or more of the following events, subject to the provisions of Section 8.03 below, shall constitute an "Event of Default" by 601W hereunder:

(a) the failure of 601W to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of 601W under this Agreement or any related agreement;

(b) the failure of 601W to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of 601W under any agreement with any person or entity if such failure may have a material adverse effect on 601W's business, property, assets, operations or condition, financial or otherwise;

(c) the making or furnishing by 601W to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Plaza Structure or real estate interests related thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against 601W or for the liquidation or reorganization of 601W, or alleging that 601W is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of 601W's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving 601W; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for 601W, for any substantial part of 601W's assets or the institution of any proceedings for the dissolution, or the full or partial liquidation, or the merger or consolidation, of 601W; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against 601W which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) [reserved];

(i) the dissolution of 601W; or

(j) the institution in any court of a criminal proceeding (other than a misdemeanor) against 601W, which is not dismissed within thirty (30) days, or the indictment of 601W for any crime (other than a misdemeanor).

9.02 Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and my suspend disbursement of City funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity,

pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

9.03 In the event 601W shall fail to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless 601W has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event 601W shall fail to perform a non-monetary covenant which 601W is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless 601W has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default: provided however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, 601W shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided further that if a specific cure period is provided for elsewhere in this Agreement that differs from the general notice and/or cure periods set forth in this Section 9.03, such specific notice and/or cure period shall control.

SECTION 10

INSURANCE

10.01 Prior to commencement of construction of the Work or access to the Plaza Structure (on behalf of 601W, its contractors, subcontractors, and agents), 601W shall cause to be procured and delivered to the City, and shall maintain in full force and effect until construction of the Work has been completed and accepted by the City, as applicable, a policy or policies of insurance, as evidenced by certificates of insurance, approved by and meeting the requirements of the City's Risk Manager, all as set forth in Exhibit 9 attached hereto. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the City, to protect the City and 601W against, among other things, any liability incidental to the use of, or resulting from, any accident occurring on or about the Plaza Structure or the construction of an improvement thereof. Each such policy shall name the City, its officers, employees, and agents as an additional named insured party. Non-conforming insurance and/or 601W's failure to provide the City with any applicable certificates of insurance shall not relieve 601W of the obligation to provide insurance as specified in Exhibit 9. The receipt of any certificate does not constitute agreement by the City that the insurance requirements of Exhibit 9 have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth therein. The failure of the City to obtain certificates or other evidence of insurance from 601W (or its contractors, subcontractors, or agents as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein.

SECTION 11

INDEMNIFICATION

11.01 601W agrees to indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims,

costs, expenses and disbursements of any kind or nature whatsoever, (and including, without limitation, the reasonable fees, court costs, and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees by a third party in any manner relating to or arising out of:

(a) 601W's failure to comply with any of the terms, covenants and conditions contained within this Agreement; or

(b) 601W's or any contractor's failure to pay, upon receipt of funds due and owing from the City, subcontractors or materialmen in connection with the Work; or

(c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by 601W or its agents, employees, contractors or persons acting under the control or at the request of 601W or any affiliate of 601W; or

(d) 601W's failure to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or

(e) any act or omission by 601W or any affiliate of 601W;

provided, however, that 601W shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, 601W will contribute the maximum portion that it is permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The provisions of the undertakings and indemnification set out in this Section 11 will survive the termination of this Agreement; provided, however, that the provisions of the undertakings and indemnification set out in this Section 11 will terminate upon issuance of the Certificate, it being acknowledged and understood that, upon issuance of the Certificate, 601W's indemnification obligations will be governed by the Development, Easement and Maintenance Agreement.

SECTION 12

BOOKS AND RECORDS

12.01 601W will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Work and to monitor construction of the City Improvements. All such books, records and other documents, including but not limited to contractors' sworn statements, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at 601W's offices for inspection, copying, audit and examination by an authorized representative of the City, at 601W's expense. 601W will not pay for salaries or fringe benefits of auditors or examiners. 601W must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by 601W with respect to the City Improvements. The City shall provide three (3) business days' prior written notice to 601W in accordance with Section 8. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

SECTION 13

MISCELLANEOUS

13.01 Assignments and Transfers. Except as might otherwise be expressly provided herein, 601W may not sell, assign or otherwise transfer their interest in this Agreement in whole or in part without the written consent of the City.

13.02 Force Majeure. Neither the City nor 601W shall be considered in breach of or in default of its obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

13.03 Prohibited Contributions. 601W agrees that 601W, any person or entity who directly or indirectly has an ownership or beneficial interest in 601W ("Owners"), spouses and domestic partners of such Owners, 601W's subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (601W and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by 601W, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between 601W and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

601W represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached 601W or the date 601W approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

601W agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

601W agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

601W agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If 601W violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the DPD Commissioner may reject 601W's bid.

For purposes of this provision:

"*Bundle*" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"*Other Contract*" means any other agreement with the City to which 601W is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"*Contribution*" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

For purposes of this Section 13.03 only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

"*Political fundraising committee*" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code

13.04 FOIA.

(a) 601W acknowledges that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended ("FOIA"). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If 601W receives a request from the City to produce records within the scope of FOIA that would be otherwise required under this Agreement then 601W covenants to comply with such request within two (2) Business Days of the date of such request. Failure by 601W to timely comply with such request will be a breach of this Agreement.

(b) Documents that 601W submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by 601W to be treated as a trade secret or information that would cause competitive harm, FOIA requires that 601W mark any such documents as "proprietary, privileged or confidential." If 601W marks a document as "proprietary, privileged and confidential", then DPD will evaluate whether such document may be withheld under the FOIA. DPD, in its discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General's Office and/or the courts.

(c) 601W acknowledges that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the "Local Records Act"). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, 601W covenants to use its best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

13.05 Business Relationships. 601W acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. 601W hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

13.06 Patriot Act Certification. 601W represents and warrants that neither 601W nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. 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.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to 601W that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with 601W, 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 is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.07 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, 601W warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, 601W's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit 601W's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect 601W's eligibility for future contract awards.

13.08 Failure to Maintain Eligibility to do Business with City. Failure by 601W or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of this Agreement and the transactions contemplated thereby. 601W shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

13.09 Choice of Law. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

13.10 Amendments. This Agreement shall not be amended except in writing approved by the Parties hereto.

13.11 City Hiring Plan.

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) 601W is aware that City policy prohibits City employees from directing any individual to apply for a position with 601W, either as an employee or as a subcontractor, and from directing 601W to hire an individual as an employee or as a subcontractor. Accordingly, 601W must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by 601W under this Agreement are employees or subcontractors of 601W, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the city and any personnel provided by 601W.

(iii) 601W will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's

political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(iv) In the event of any communication to 601W by a City employee or City official in violation of this Section 13.11(ii) above, or advocating a violation of this Section 13.11(iii) above, 601W will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. 601W will also cooperate with any inquiries by IGO Hiring Oversight related to the contract.

[Signature Page Follows]

[Signature Page to Plaza Reconstruction Agreement]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

CITY OF CHICAGO,
an Illinois municipal corporation

By:_____
Name: David L. Reifman
Its: Commissioner of Planning and Development

By:_____
Name: Rebekah Schienfeld
Its: Commissioner of Transportation

601W Companies Chicago LLC,
a Delaware limited liability company

By:_____
Name:_____
Its:_____

EXHIBIT 1

DEPICTION OF PLAZA STRUCTURE

[see attached]

Bench Mark

Survey datum set to Chicago City Datum by reference to C.C.D. BM-1 (Elev. = 17.540') Found city benchmark, mark cut on top of granite base at S.E. corner of Northern Trust Co. Building 3.22' above sidewalk caissons to rock Address. 50 S. LaSalle St., Chicago, IL 60603

Existing Structure

Canal Street Viaduct Structure, S.N. 016-6514, originally built in 1926 by Chicago Union Station Co. The United States Post Office Building on the east side of Canal Street between Harrison Street and Van Buren Street was constructed in the 1930's, at which time additional concrete columns were added and the east column line shifted to the east to be integrated into the building structure. The I-290 Expressway was built in c.1948 spans over the Canal Street Viaduct, and included the addition of a concrete retaining wall on the west side of the Canal Street Viaduct. The steel structure was rehabilitated in 1978. The structure is a steel frame bridge with a concrete deck. The concrete deck is supported on built-up transverse steel floor beams that frame into built-up longitudinal steel girders on the east side. The floor beams are supported by a continuous retaining wall/abutment on the west side. There are existing structures immediately adjacent to the north and south. The structure has a total deck length of 1241'-7" from Harrison Street viaduct S.N. 016-6262 to Jackson Boulevard viaduct S.N. 016-6263) and an average width of 45'-0".

SCOPE OF WORK

1. The proposed work will be from the North limit of the Harrison Street Viaduct Reconstruction to Van Buren Street
2. The existing concrete deck, floor beams, longitudinal girders and columns are to be removed to the top of caisson / grade beam and replaced, reusing the existing caissons foundations.
3. Remove and replace deck, stringers, cross girders and columns in a predetermined staged sequence. Pedestrian traffic must be accommodated in all stages. The existing I-290 structure is an independent structure with its own foundation to remain.
4. Column replacement work adjacent to the existing railroad tracks is to be reviewed by Amtrak. In addition to CDOT.
5. The existing abutment wall on the west side of the structure will be re-used with the seat area rehabilitated for the proposed superstructure configuration.

DESIGN SPECIFICATIONS

2014 AASHTO LRFD Bridge Design Specifications, 7th Edition with 2015 and 2016 Interims

LOADING HL-93

Allow 50 #/sq. ft. for future wearing surface.

DESIGN STRESSES

FIELD UNITS (NEW CONSTRUCTION)

f'c = 4,000 psi High Performance Concrete (Deck)
fy = 60,000 psi (Reinforcement)
fy = 50,000 psi (M270 Grade 50) Galvanized

FIELD UNITS (EXIST. CONSTRUCTION)

	1921	1979	1982
Concrete	1:2:4 Mix	f'c = 4,500 psi	
Reinforcing Steel	Deformed Hard Grade Steel	fs = 24,000 psi (Grade 60) fs = 20,000 psi (Grade 40)	
Structural Steel		fs = 20,000 psi	fy = 36,000 psi

SEISMIC DATA

Seismic Performance Zone (SPZ) = 1
Design Spectral Acceleration at 1.0 sec (SD1) = 0.050 g
Design Spectral Acceleration at 0.2 sec (SDS) = 0.108 g
Soil Site Class = C

HIGHWAY CLASSIFICATION

F.A.U. Route 2885 (Canal Street)
Functional Class: Major Collector
ADT: 10,400 (2014) 12,000 (2040)
ADTT: 9%
DHV: 698 (2040)
Design Speed: 30 m.p.h.
Posted Speed: 30 m.p.h.
One-Way Traffic (Van Buren to Jackson)
Two-Way Traffic (Harrison to Van Buren)
Directional Distribution Based on Peak Hour Counts
92% Northbound / 8% Southbound

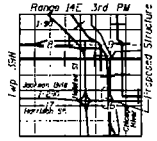
F.A.U. Route 1422 (Jackson Boulevard)
Functional Class: Major Collector
ADT: 5900 (2014), 13,000 (2040)
ADTT: 4%
DHV: 857 (2040)
Design Speed: 30 m.p.h.
Posted Speed: 30 m.p.h.
One-Way Traffic

F.A.U. Route 1423 (Van Buren Street)
Functional Class: Major Collector
ADT: 4550 (2014), 12,000 (2040)
ADTT: 4%
DHV: 1905 (2040)
Design Speed: 30 m.p.h.
Posted Speed: 30 m.p.h.
One-Way Traffic

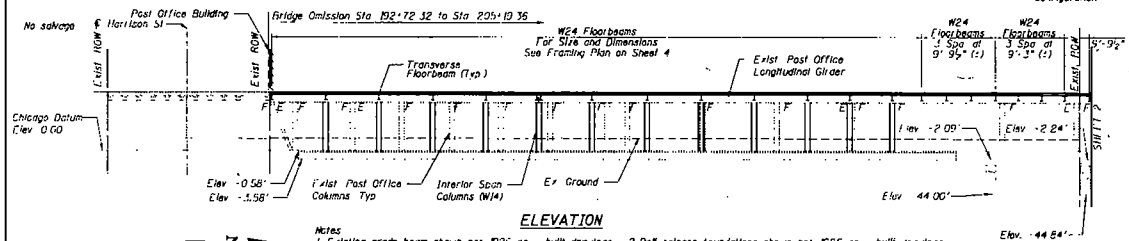
LEGEND

- = Light / Traffic Pole
- = Water Line
- = Storm Sewer
- = Underground Telephone
- = Centerline
- = Vegetation / Tree
- = Guard Rail
- = Aerial Lines
- = Fence Line
- = Retaining Wall
- = Advertising Sign
- = Sidewalk
- = Existing Sewer
- = Curb and Gutter
- = Edge of Pavement
- = Boring Location

LOCATION SKETCH



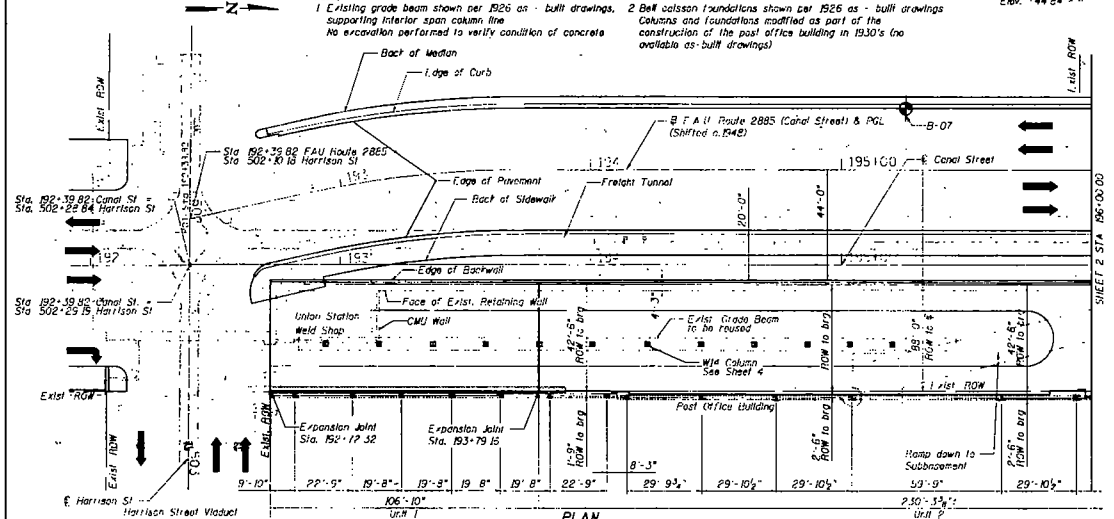
ELEVATION



Notes:

1. Existing grade beam shown per 1926 as - built drawings, supporting interior span column line. No excavation performed to verify condition of concrete.
2. Bell caisson foundations shown per 1926 as - built drawings. Columns and foundations modified as part of the construction of the post office building in 1930's (no available as-built drawings)

PLAN



Notes:

1. No treated deck drains will be permitted over the tracks or within 10 ft. of cross arms of a railroad pole line.
2. Existing horizontal and vertical clearances from tracks are to be maintained.
3. All stations and offsets shown are from the centerline of Canal Street.
4. Utilities attached to the structure are not shown for clarity.
5. Lighting alignment to be maintained. Details to be refined in final design.
6. All sidewalk ramps at intersection crosswalks shall be ADA compliant.
7. Maintain existing roadway drainage. Drainage system to be refined during final design.
8. Canal St. Viaduct Structure is owned and maintained by CDOT per the 1980 Supplemental Agreement with Chicago Union Station Company.
9. All proposed floorbeams and longitudinal girders shall be composite.
10. All longitudinal joints between the proposed viaduct structure and existing buildings shall be preformed joint seals.

GENERAL PLAN
SHEET 1 OF 2
CANAL STREET VIADUCT FROM HARRISON STREET TO VAN BUREN STREET OVER UNION STATION TRACKS

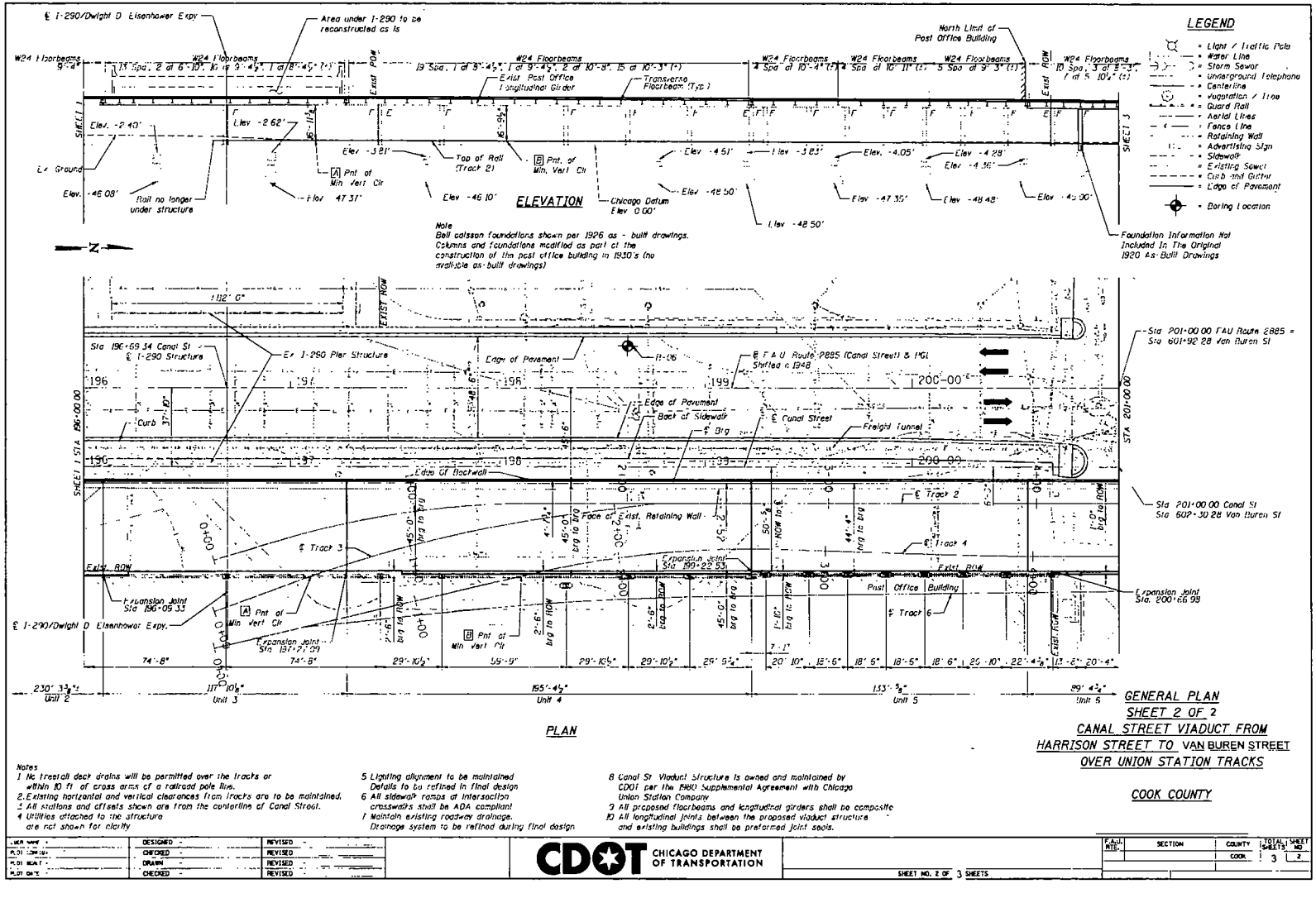
COOK COUNTY

USER NAME =	DESIGNED -	REVISED -
PLOT CONFIG=	CHECKED -	REVISED -
PLOT SCALE =	DRAWN -	REVISED -
PLOT DATE =	CHECKED -	REVISED -

CDOT CHICAGO DEPARTMENT OF TRANSPORTATION

SHEET NO. 1 OF 3 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	3	1



GENERAL PLAN
SHEET 2 OF 2
CANAL STREET VIADUCT FROM HARRISON STREET TO VAN BUREN STREET OVER UNION STATION TRACKS

COOK COUNTY

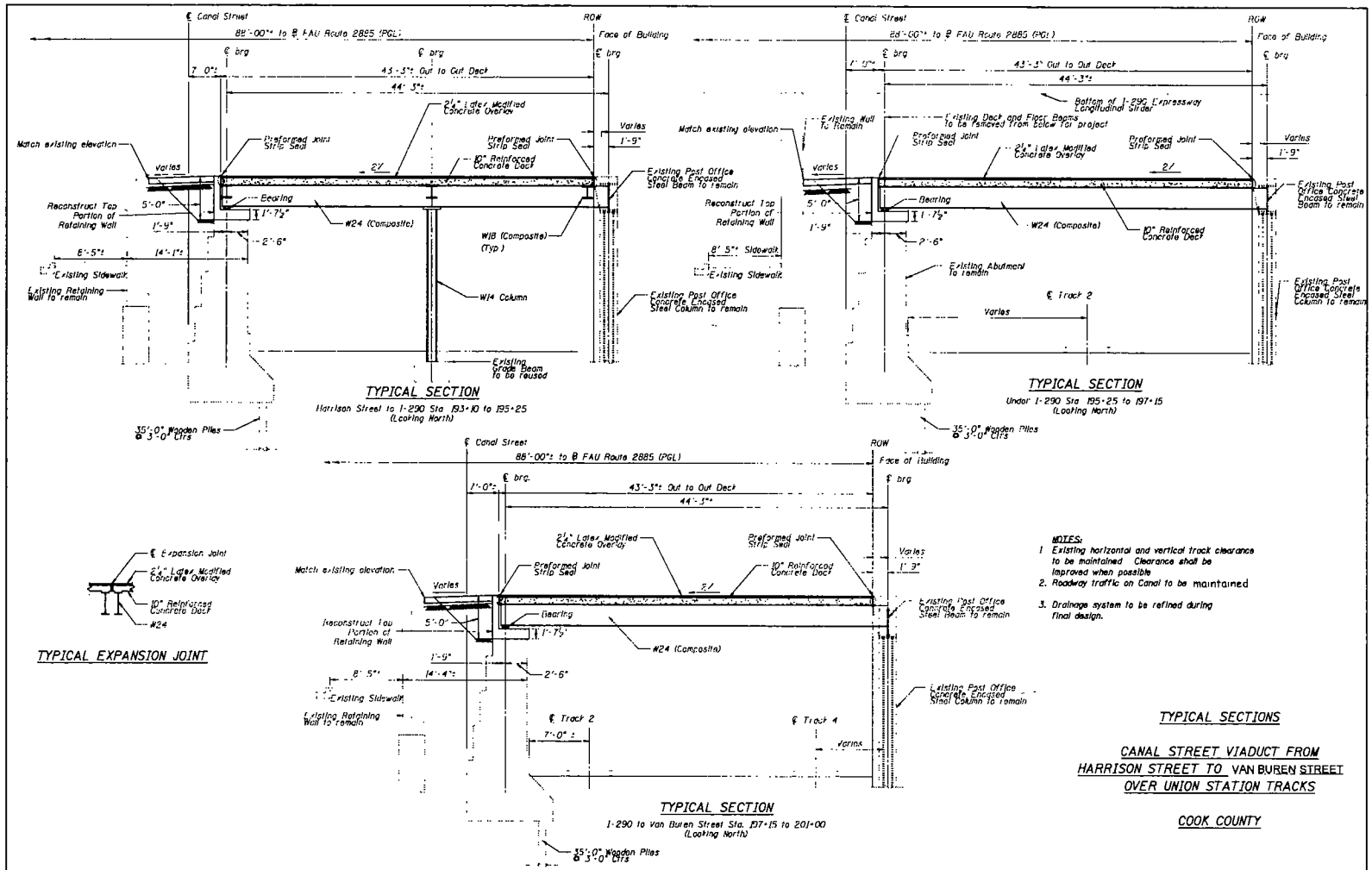
Notes
1 No treetall deck drains will be permitted over the tracks or within 10 ft of cross arms of a railroad pole line.
2. Existing horizontal and vertical clearances from tracks are to be maintained.
3 All stations and offsets shown are from the centerline of Canal Street.
4 Utilities attached to the structure are not shown for clarity
5 Lighting alignment to be maintained Details to be refined in final design
6 All sidewalk ramps at intersection crosswalks shall be ADA compliant
7 Maintain existing roadway drainage. Drainage system to be refined during final design
8 Canal St Viaduct Structure is owned and maintained by CDOT per the 1980 Supplemental Agreement with Chicago Union Station Company
9 All proposed floorbeams and longitudinal girders shall be composite
10 All longitudinal joints between the proposed viaduct structure and existing buildings shall be preformed joint seals.

USER NAME =	DESIGNED -	REVISED -
PLOT SCALE =	CHECKED -	REVISED -
PLOT DATE =	DRAWN -	REVISED -
	CHECKED -	REVISED -

CDOT CHICAGO DEPARTMENT OF TRANSPORTATION

SHEET NO. 2 OF 3 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEET SHEETS	NO.
		COOK	3	2



NOTES:
1. Existing horizontal and vertical track clearance to be maintained. Clearance shall be improved when possible.
2. Roadway traffic on Canal to be maintained.
3. Drainage system to be refined during final design.

TYPICAL SECTIONS

CANAL STREET VIADUCT FROM HARRISON STREET TO VAN BUREN STREET OVER UNION STATION TRACKS

COOK COUNTY

USER NAME =	DESIGNED -	REVISED -
PLOT CONFIG=	CHECKED -	REVISED -
PLOT SCALE =	DRAWN -	REVISED -
PLOT DATE =	CHECKED -	REVISED -

CDOT CHICAGO DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 3 SHEETS

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	3	3

EXHIBIT 2A

APPROVED PLANS AND SPECIFICATIONS

[List of plans, including reference dates and number of sheets]

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT 2B

BUDGET

[see attached]

Canal Street Plaza Reconstruction Budget

Description	Total
Canal ST Plaza City Improvements per CDOT standards	$14,500,000
Rail Road Cost	$1,000,000
Rail Road Contingency Cost	$1,000,000
Design Services, Construction Management, and QA	$1,500,000
Total	$18,000,000

"CDOT standard" means that all materials and work shall be designed, installed, and constructed in accordance with a) the most current version of the CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and correlated standards of other departments, or the successor standards or publication adopted by CDOT, b) the current AASHTO standards, and c) the current IDOT standards.

EXHIBIT 3

FORM OF DEVELOPMENT, EASEMENT AND MAINTENANCE AGREEMENT

[see attached]

This space reserved for Recorder's use only.

DEVELOPMENT, EASEMENT AND MAINTENANCE AGREEMENT
(CANAL STREET PLAZA)

This DEVELOPMENT, EASEMENT AND MAINTENANCE AGREEMENT (CANAL STREET PLAZA) ("Agreement") is made as of the ___ day of _____, 2018, by and between the CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City"), acting by and through its Department of Transportation ("CDOT"), having its principal offices at City Hall, 121 North LaSalle Street, Chicago, Illinois 60602, and 601W Companies Chicago LLC, a Delaware limited liability company (the "Developer"), having its principal office at 601 West 26th Street, New York, New York 10001. As used in this Agreement, "Developer" shall also include, and this Agreement shall be binding upon, Developer's Successors and Assigns, as defined in Section 20 below.

RECITALS

WHEREAS, the City, as a home rule unit of government under the 1970 Constitution of the State of Illinois, has the authority to promote the health, safety and welfare of its inhabitants, and to enter into contractual agreements with third parties for the purpose of achieving the aforesaid purposes;

WHEREAS, the Developer is the owner of the property commonly known as the Old Chicago Main Post Office building located at 404 West Harrison Street (aka 433 West Van Buren Street), which is legally described on Exhibit A attached hereto (the "Old Post Office Building");

WHEREAS, the City is the owner of the approximately fifty (50) foot wide elevated structure located within the easternmost fifty (50) feet of the South Canal Street right of way, between West Van Buren Street on the north and West Harrison Street on the south, as described on Exhibit B attached hereto (the "Canal Street Plaza"). A portion of the Canal Street Plaza is located under the Eisenhower Expressway/Congress Parkway, which runs over and bisects the Canal Street Plaza into a northern segment and a southern segment;

WHEREAS, the Canal Street Plaza was originally constructed around 1914 as part of the Canal Street right of way, and it is in need of significant rehabilitation, reconstruction and renovation;

WHEREAS, pursuant to that certain Plaza Reconstruction Agreement by and between the Developer and the City dated as of the date hereof (the "Plaza Reconstruction Agreement"), the Developer has agreed to reconstruct and improve Canal Street Plaza as a public plaza (the "Reconstruction Project"), and the City has agreed to pay certain costs in connection therewith;

WHEREAS, the City desires to facilitate the future maintenance and repair of the Canal Street Plaza by the Developer in an effort to reduce the City's ongoing maintenance obligations and liabilities, improve pedestrian access to the Canal Street Plaza, and improve public facilities and resources, in exchange for granting Developer certain easement rights benefiting the Old Post Office Building as consideration therefor by entering into this Agreement; and

WHEREAS, as more particularly described below, the Parties desire that (i) the City shall retain ownership of the Canal Street Plaza and the City Improvements (as defined in Section 2.1 below), as reconstructed, rehabilitated, and renovated; (ii) the City shall grant certain easement rights, as more particularly described below, to the Developer in and to the Canal Street Plaza for the Developer's installation and maintenance of the Developer Improvements; (iii) the Developer shall maintain and repair the Canal Street Plaza and the City Improvements; and (iv) the Developer shall retain ownership of, and shall be responsible for maintaining, the Developer Improvements.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of them hereby covenant and agree with the other as follows:

SECTION 1
INCORPORATION OF RECITALS

The recitals set forth above (including, without limitation, the definitions set forth therein), and the exhibits attached hereto, constitute an integral part of this Agreement and are incorporated herein by this reference as agreements of the parties.

SECTION 2
CITY IMPROVEMENTS AND DEVELOPER IMPROVEMENTS

2.1 City Improvements. Following completion of the Reconstruction Project, the "City Improvements" shall consist of all components of the Canal Street Plaza structure exclusive of the Developer Improvements. The City Improvements shall be designed and built in accordance to the Chicago Department of Transportation and the Illinois Department of Transportation standards, and shall include without limitation the following: (i) horizontal steel framing supporting the bridge; (ii) concrete structural slab and connections of the slab to the horizontal steel framing supporting the bridge; (iii) expansion joints where such joints form a boundary between sections of the bridge deck or between the bridge deck and the Old Post Office Building; (iv) existing vertical system components of the public drainage system, generally located at the northwest corner of the Canal Street Plaza and the connection to the primary storm drainage system; (v) [intentionally omitted]; (vi) parapets/railings; (vii) columns/piers/foundations/abutments; (viii) wing walls/retaining walls/abutments.

2.2 Developer Improvements. Following completion of the Reconstruction Project, the "Developer Improvements" shall consist of the following: (i) light poles and fixtures illuminating the Canal Street Plaza and the Old Post Office Building; (ii) landscaping; (iii) electrical conduit and connections serving the Canal Street Plaza and the Old Post Office Building; (iv) sewer and

water lines serving the Old Post Office Building and connecting to sewer and water mains located in Canal Street; (e) one or more port cochere or entrance canopies to provide covered access at Old Post Office Building entrances; (f) such other utility lines, entrance, signage, landscaping, hardscape or water features that the Developer may, subject to the City's approval under Section 4.1 below, elect to install at the Developer's cost.

SECTION 3
MAINTENANCE AND REPAIR OF CANAL STREET PLAZA

After completion of the Renovation Project, as evidenced by issuance of that certain "Certificate of Completion" described and provided for under the Plaza Reconstruction Agreement, the Developer shall comply with the covenants set forth in this Section 3 and the other provisions of this Agreement applicable to the maintenance and repair of the Canal Street Plaza and the City Improvements, all of which shall run with, and be appurtenant to, the Old Post Office Building during the Term of this Agreement, and shall be binding on the Developer, as owner of the Old Post Office Building, its successors and/or assigns, and subject to the right of assignment set forth in Section 5.16 below. The Developer Improvements shall be subject to the easement granted by the City to the Developer for the ownership of and maintenance by Developer of such Developer Improvements during the Term of this Agreement pursuant to the terms and conditions of this Agreement and specifically to Section 4 below.

3.1 On-Going Maintenance and Repair of the City Improvements; Inspection. The Developer, at its sole cost and expense, shall, during the Term of this Agreement: (i) maintain and repair the City Improvements; (ii) provide trash pickup and disposal services within the Canal Street Plaza; and (iii) remove snow and arrange for the removal of leaves, litter, debris and other waste material from the Canal Street Plaza. Commencing on December 31st of the year that is a maximum of two years after issuance of the Certificate under the Plaza Reconstruction Agreement, and every second year thereafter (or as required by federal/State of Illinois/City of Chicago regulations), the Developer shall inspect, or cause to be inspected, the City Improvements in accordance with the National Bridge Inventory Standards ("NBIS") from Title 23 Code of Federal Regulations, as required by Illinois Department of Transportation and CDOT, and shall, on or before December 31 of the year in which the inspection occurs, submit an inspection report that includes inspection forms, condition/structural ratings, and findings and recommendations for repair. The NBIS reports shall be submitted to Dan Burke, S.E., P.E., Deputy Commissioner (or his successor), City of Chicago, Department of Transportation, Division of Engineering, 30 North LaSalle Street, 4th Floor, Chicago, Illinois 60602.

The Developer must maintain (or perform the necessary and required Improvements work to maintain) the overall condition of the Canal Street Plaza structure at "Good" or better (as defined on the NBIS). If the Canal Street Plaza structure declines from "Good" to "Fair", the Developer must place it on a Capital Improvement Program for the work to be performed. The duration that the Canal Street Plaza structure can remain in the Capital Improvement Program shall not exceed ten (10) years from the time such feature is placed in the Program until that feature is brought back to a condition of "Good" or better.

3.2 No Security Services Obligation. The Developer shall not be obligated under this Agreement to provide security services or police protection in or for the Canal Street Plaza.

3.3 City Authority Over Plaza Activities. Except as set forth in Section 4 below, the City shall have sole authority over allowing and requiring any permits to issue for any and all activities, commercial or otherwise, on the Canal Street Plaza. Such permits may include grants

of privilege or other similar rights to Developer or Developer's tenants for the use of the Canal Street Plaza, other City owned property adjacent to the Old Post Office Building, for uses such as sidewalk cafes or retail kiosks, subject to the payment of generally applicable fees and the approval of CDOT and any other designated City department, and, as may be required, the Chicago City Council.

SECTION 4
GRANT OF EASEMENTS; OPERATION OF CANAL STREET PLAZA

4.1 Grant of Easements. In accordance with applicable law, the City hereby grants and conveys to the Developer an easement for a term of fifty (50) years from the date of this Agreement (the "Easements") in, over, above, on, around, and through the Canal Street Plaza for (i) the Developer's installation, use, operation, maintenance, repair, relocation, and replacement, from time to time, and as deemed necessary or desirable by the Developer, of the Developer Improvements; (ii) the Developer's rehabilitation, renovation, repair and maintenance of the Old Post Office Building, including staging materials and equipment in connection with such construction and other activities in furtherance of such construction; provided, however, that the Developer may undertake such uses under the Easements without paying any applicable sidewalk and scaffold permit fees for _____ months every _____ years but beyond such time the Developer must pay all applicable sidewalk and scaffold permit fees (iii) for pedestrian and vehicular access to and from the Old Post Office Building. The Developer may install or construct additional public use improvements within the Canal Street Plaza, for the use and enjoyment of the public; provided, however, that all future proposed public use improvements shall be subject to CDOT approval.

4.2 Right to Use. As it relates to the Canal Street Plaza, the City hereby grants to the Developer a right to use, adapt, improve and reconstruct: (a) the 15.19 feet of the viaduct (arcade) for its entire length through the existing Old Post Office building; (b) the east driveway located north of Harrison Street in Canal Street between the west line of the Old Post Office Building and the south approach to the Canal-Congress Street underpass; (c) the northerly 7.75 feet of the viaduct (arcade) for its entire length through the existing Old Post Office building; and (d) the east driveway located south of Van Buren Street in Canal Street between the west line of the Old Post Office Building and the north approach to the Canal-Congress Street underpass, except that there shall be joint Developer and public use of the following: (1) the sidewalk 8.0 feet in width along the west Old Post Office Building wall between Van Buren Street and Congress Street; (2) a cross walk from said sidewalk to a stair and passageway under Congress Street; (3) a cross walk across the driveway described above in (__) at the doorway to the north portion of the Old Post Office Building.

4.3 Use of the Canal Street Plaza by the City. The City reserves the right to allow public to access and use the Canal Street Plaza for access and other activities legally permitted in public pedestrian plazas in the City of Chicago. Public pedestrian access shall be provided to the Canal Street Plaza from Van Buren Street and Harrison Street during normal park hours, which shall be every day from 6 a.m. to 11 p.m. The Developer shall have no obligation to allow public access to or from the Old Post Office Building.

4.4(A) Permitted Encroachments. For the 50-year term of the Easements, and subject to the City's Building Code , in the event that any part of the Old Post Office Building or any improvements related thereto shall encroach onto or into, by no more than six inches (6"), any part of the Canal Street Plaza, valid easements for such encroachments and the maintenance of same are hereby established for the benefit of the Old Post Office Building, and shall exist so long as all or any part of the same shall remain standing.

4.4(B) Park Programming. In order to assure appropriate activation of the Canal Street Plaza, the Developer shall obtain the prior written approval of the Department of Planning and Development for all organized, programmatic activities at the Canal Street Plaza. Such programmed activity shall not unreasonably interfere with the public use of the public way as required by applicable law.

The Developer shall be permitted to use a portion of the Canal Street Plaza on an Occasional Limited Basis (as defined in the next paragraph) for special functions and special programmed events as detailed herein; provided, however, such events: (a) shall not unreasonably interfere with the use and enjoyment of nearby properties; (b) are related to activities of the owner(s) of the Old Post Office Building, tenants or occupants of the Old Post Office Building; and (c) are non-revenue generating for the such owner, tenants or occupants (unless such event is a fund-raising event, the funds of which are contributed to a not-for-profit corporation, tax-exempt entity, charitable foundation or similar entity or organization organized for charitable, educational or philanthropic purposes (such a permissible private event, "Permitted Special Event"). When Developer uses the Canal Street Plaza for a Permitted Special Event, such portions of the Canal Street Plaza not used for such event, if any, shall remain open to and available for use by the public during such events or functions. Notwithstanding any of the foregoing, the Developer shall require all applicable City permits for Permitted Special Events.

"Occasional Limited Basis" shall mean that (a) the owner (and, as permitted by such owner, tenants) of the Old Post Office shall be permitted to use the Canal Street Plaza for a Permitted Special Event up to a total (including use by such owner and its tenants, collectively) of ____ days in a calendar year. Any additional use of the Canal Street Plaza by Developer for private functions or events shall be subject to the approval of the Department of Planning and Development, but shall, as to uses by Developer, be only for additional Permitted Special Events. The Developer shall secure all necessary permits from the City to use the Canal Street Plaza for the Permitted Special Event. Except for normal permit issuance fees applicable to such use, and in view of the Developer's ongoing responsibility for the maintenance, repair and replacement of the City Improvements as set forth herein, no rent, compensation, additional fees or charges shall be due and payable by such owner to the City for the use of the Canal Street Plaza for a Permitted Special Event.

SECTION 5
GENERAL PROVISIONS

5.1 Permits. The Developer shall apply for and maintain any and all governmental permits and approvals relating to the Reconstruction Project, and all future maintenance and repair activities, including, but not limited to, building permits, bridge permits, railroad agreements and/or permits, and street and sidewalk closure permits. Applicable fees for such permits and approvals shall be paid; provided, however, that any fees representing compensation for occupation of a public right-of-way shall not be charged to the extent that

Developer's use of the Canal Street Plaza is in accordance with the terms and conditions of this Agreement.

5.2 Insurance.

(a) Insurance During Periods of Construction. Prior to issuance of the Certificate under the Plaza Reconstruction Agreement, the Developer shall comply with the insurance requirements set forth in the Plaza Reconstruction Agreement. Following issuance of the Certificate under the Plaza Reconstruction Agreement, and during the period of any construction work during the Term of this Agreement, the Developer shall procure and maintain, or cause to be procured and maintained, at the Developer's cost and expense (and/or the expense of any general contractor of subcontractors performing such work, as applicable), the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois, covering construction work with the Canal Street Plaza, as applicable, whether performed by or on behalf of the Developer:

(i) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(ii) Commercial General Liability Insurance (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. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the maintenance of the Canal Street Plaza.

(iii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the maintenance of Canal Street Plaza, the Developer and/or, as applicable, the general contractor and any subcontractors performing work within the Canal Street Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(iv) Professional Liability Insurance. When any architects, engineers or other professional consultants perform work in connection with this Agreement, Developer shall cause such parties to procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(v) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure

against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(vi) Pollution Liability Insurance. When any work is performed which may cause a pollution exposure, the lead remediation subcontractor's Pollution Liability Insurance with limits of not less than $2,000,000 per occurrence shall be provided covering bodily injury, property damage and other losses arising from the environmental condition of the Canal Street Plaza. Such lead remediation subcontractor may include _____, or such other lead remediation subcontractor reasonably acceptable to the City of Chicago. Coverage shall include, at a minimum, completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(vii) Pollution Legal Liability. Developer shall cause the lead remediation subcontractor to provide Pollution Legal Liability Insurance covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Renovation Project, the maintenance, repair, or replacement of the City Improvements, or the exercise of the rights granted under this Agreement, with limits of not less than $2,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. 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 City of Chicago is to be named as an additional insured.

(viii) All Risk Personal Property. Developer, the general contractor, and their respective agents, employees, contractors, and subcontractors shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, the general contractor, and their respective agents, employees, contractors, and subcontractors.

From time to time and upon reasonable written notice to Developer, the City Risk Manager may revise these requirements to reflect commercially reasonable coverages and limits.

(b) General Insurance Requirements. During the Term of this Agreement, the Developer shall procure and maintain at all times the types and amounts of insurance set forth below with insurance companies authorized to do business in the State of Illinois and provide the City with evidence of such insurance, to the satisfaction of the City, covering the Developer's use of the Easement Premises; ownership of the Developer Improvements; the Developer's use, operation, maintenance and repair of the Canal Street Plaza and the City Improvements; and injury and/or damage to persons or property arising from the Developer's performance and failure to perform its obligations under this Agreement:

(i) Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance, as prescribed by applicable law, covering all employees who are to provide a service under this Agreement, and Employer's Liability Insurance with limits of not less than $1,000,000 each accident or illness.

(ii) Commercial General Liability Insurance (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. Coverage shall include, at a minimum, all premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago shall be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the maintenance and repair of the Canal Street Plaza and the City Improvements.

(iii) Automobile Liability Insurance (Primary and Umbrella). When any motor vehicles (owned, non-owned and hired) are used in connection with the maintenance and repair of the Canal Street Plaza, the Developer and/or, as applicable, the general contractor and any subcontractors performing work within the Canal Street Plaza shall procure and maintain Automobile Liability Insurance with limits of not less than $2,000,000 per occurrence for bodily injury and property damage. The City of Chicago shall be named as an additional insured with respect to such coverage on a primary, non-contributory basis.

(iv) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than $2,000,000, with coverage including contractual liability. When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of work under this Agreement. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

(v) Valuable Papers. When any plans, designs, drawings, specifications, media, data, records, reports, and other documents are produced or used under this Agreement, Valuable Papers Insurance shall be maintained in an amount to insure against any loss whatsoever, and shall have limits sufficient to pay for the recreation and reconstruction of such records.

(vi) All Risk Personal Property. Developer, and its agents, and employees, shall be responsible for all loss or damage to personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Developer, and its agents, and employees.

The Developer shall be responsible for the replacement of Developer Improvements in the event of a casualty, and shall provide evidence of property insurance in an amount satisfactory to cover such casualty. The Developer shall not be responsible for the replacement or restoration of the City Improvements in the event of a casualty for which Developer is not otherwise required to provide insurance under this Section 5.2, provided however, the Developer shall be responsible for the replacement or restoration of the City Improvements for a

casualty where such casualty is caused by the negligence or willful misconduct of any of the Developer, its agents, General Contractor, subcontractors, employees, invitees, or licensees.

The Developer shall deliver, or cause the General Contractor, and their respective contractors or subcontractors to deliver, to the City certificates of insurance required hereunder. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth herein. The failure of the City to obtain certificates or other evidence of insurance from the Developer, General Contractor, or their respective contractors or subcontractors as applicable shall not be deemed to be a waiver by the City of the insurance requirements set forth herein. The Developer, General Contractor, and their respective contractors or subcontractors shall advise all insurers of the insurance requirements set forth herein. Non-conforming insurance, or failure to submit a Certificate of Insurance evidencing such coverages, shall not relieve the Developer, General Contractor, and their respective contractors or subcontractors of the obligation to provide insurance as specified herein. The City retains the right to stop work until proper evidence of insurance is provided.

The Developer, General Contractor, their respective contractors or subcontractors as applicable shall be responsible for any and all deductibles or self-insured retentions. The Developer hereby waives and agrees, and shall cause its General Contractor and subcontractors to waive and agree, to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, and representatives. The Developer expressly understands and agrees, and shall cause the General Contractor and subcontractors to agree, that any coverages and limits furnished by it (or the General Contractor or subcontractors, as applicable) shall in no way limit the Developer's, General Contractor's, and any subcontractors liabilities and responsibilities specified in this Agreement or by law. The Developer expressly understands and agrees that its insurance (or that of its respective contractors or subcontractors as applicable) is primary and any insurance or self-insurance programs maintained by the City shall not contribute with insurance provided by the Developer, the General Contractor (or its respective General Contractor, contractors or subcontractors as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law. If Developer, General Contractor's, and any of their contractors or subcontractors are a joint venture or limit liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developer shall require the general contractor and all contractors and subcontractors to maintain the above-described coverage, or the Developer may provide such coverage for the general contractor and its contractors and subcontractors. If the Developer, the general contractor, or any of their respective contractor or subcontractor wants additional coverage, such party shall be responsible for the acquisition and cost of such additional protection. The City shall have no responsibility to provide insurance or security for the Canal Street Plaza, the City Improvements, material, supplies, or equipment to be used by the Developer, the general contractor, or any of their respective contractors or subcontractors in connection with the exercise of the Easement rights granted under this Agreement.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago, Department of Finance, Office of Risk Management, maintains the right to modify, delete, alter or change these requirements, consistent with industry standards, including without limitation the deletion of the requirements of subparagraphs (vi) in Section 5.2(a) above.

From time to time and upon reasonable written notice to Developer, the City Risk Manager may revise these requirements to reflect commercially reasonable coverages and limits.

5.3 Insurance for Routine Maintenance and Operations. Contractors performing routine maintenance within the Canal Street Plaza, such as snow removal and trash pick-up, shall maintain insurance coverages of the applicable type and levels set forth in Section 5.2(b) above.

5.4 City Self-Insurance. The Developer acknowledges that the City is self-insured.

5.5 Indemnity.

(a) Developer Indemnity. The Developer agrees to indemnify, defend and hold the City, its elected officials and employees (the "Indemnitees"), harmless from and against any losses, costs, damages, liabilities, claims, suits actions, causes of action and expenses (including, without limitation, attorney's fees and court costs) (collectively, the "Developer Indemnified Costs") suffered or incurred by the City or such persons arising from or in connection with the Developer's exercise of the Easement rights granted hereunder, Developer's ownership of the Developer Improvements, the Developer's use, maintenance, operation and repair of the Canal Street Plaza and the City Improvements, and including without limitation any amounts payable by reason of an environmental condition of the Canal Street Plaza arising from the negligence and/or willful and wanton misconduct of the Developer, its principals, agents, employees, tenants, contractors, and subcontractors; and the Developer's performance or failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligation shall not be construed to require the Developer to indemnify an Indemnitee where the costs arise out of the negligence and/or willful and wanton misconduct of the responsible Indemnitee, including without limitation any amounts payable by reason of an environmental condition of the Canal Street Plaza arising from the negligence and/or willful and wanton misconduct of the responsible Indemnitee. This indemnification shall survive any termination of this Agreement.

(b) [intentionally omitted]

5.6 Restoration of City Property. Following completion of any maintenance or repair of the City Improvements or the Developer Improvements, the Developer, or its general contractor and any subcontractors performing such work, as applicable, shall promptly restore the Canal Street Plaza as a pedestrian plaza and right of way and any adjoining sidewalks, streets and alleys affected by such work to their respective right of way public use condition prior to the commencement of such work, and shall remove all equipment and debris placed in such areas by the Developer, its general contractor, or their respective agents, employees, tenants, contractors or subcontractors.

5.7 Covenants, Representations and Warranties.

(a) Covenants, Representations and Warranties of the Developer. The Developer hereby covenants, represents and warrants to the City as follows:

(i) The Developer is a duly organized and existing limited liability company in good standing under the laws of the State of Delaware and authorized to do business in the State of Illinois.

(ii) No litigation or proceedings are pending or, to the best of the Developer's knowledge, are threatened against Developer which could affect the ability of the Developer to perform its obligations pursuant to this Agreement.

(iii) The execution, delivery and performance by the Developer of this Agreement has not constituted or will not, upon the giving of notice or lapse of time, or both, constitute a breach or default under any other agreement to which the Developer is a party or may be bound or affected.

(iv) The parties executing this Agreement on behalf of Developer have been duly authorized by all appropriate action to enter into, execute and deliver this Agreement and perform the terms and obligations contained therein.

(v) Prior to completion of the Reconstruction Project, the Developer shall not, without the prior written consent of CDOT, which consent shall not be unreasonably withheld, assign its obligations with respect to the Reconstruction Project; provided, however, that the Developer may collaterally assign, without requiring the consent of CDOT, this Agreement to any holder of a mortgage secured by the Old Post Office Building.

(vi) The Developer has not made or caused to be made, directly or indirectly, any payment, gratuity or offer of employment in connection with this Agreement or any contract paid from the City treasury or pursuant to City ordinance, for services to any City agency ("City Contract") as an inducement for the City to enter into this Agreement or any City Contract with Developer in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

(b) Law of Public Ways. Notwithstanding any provision in this Agreement, the Developer's use of the Canal Street Plaza is governed by the laws of the State of Illinois affecting the use of public ways, including the law of public trust. In the event that any provision of this Agreement is in conflict with any such laws, the Developer and City each agree to modify any such conflicting provision to comply with applicable law.5.8 Conditions of the Canal Street Plaza. The City makes no covenant, representation or warranty as to the title to Canal Street or the condition of the Canal Street Plaza, including but not limited to the environmental condition, for any purpose whatsoever. The Developer takes the Canal Street Plaza in an "AS-IS" condition.

5.9 Survival of Representations and Warranties. The representations and warranties of the Developer and the City set forth in this Agreement are true as of the execution date of this Agreement and will be true in all material respects at all times hereafter, except with respect to matters having been disclosed in writing and approved by the other party.

5.10 Term of the Agreement. The "Term" of this Agreement shall commence as of the date first appearing on the first page hereof and, unless earlier terminated in accordance with the terms of this Agreement, shall run for a period of fifty (50) years from the date of this Agreement.

5.11 Time of the Essence. Time is of the essence in the Parties' performance of their respective obligations under this Agreement. Should any milestone date fall on a weekend or holiday, the deadline for compliance shall not occur until the next regular business day.

5.12 Permitted Delays. Neither Developer nor City shall be considered in breach of or in default of its respective obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of materials, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of the Developer or City to discharge its obligations hereunder, including, without limitation, delays arising out of the action, inaction, or requirements of or conditions imposed by, Chicago Union Station Company ("CUSCO"), National Railroad Passenger Corporatism ("Amtrak") or other railroads which use the tracks and facilities of CUSCO or Amtrak located below the Canal Street Plaza, or events upon or conditions of such tracks and facilities. . The individual or entity relying on this Section 5.12 with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this Section 5.12 with respect to any such delay may rely on this Section only to the extent of the actual number of days of delay effected by any such events described above.

5.13 Breach and Remedies.

(a) Notice of Default and Cure. Except as otherwise provided in this Agreement, in the event of a default by the Developer in the performance of its obligations under this Agreement, the Developer, upon written notice from the City, shall cure or remedy the default not later than sixty (60) days after receipt of such notice. If the default is not capable of being cured within the sixty (60) day period but the Developer has commenced action to cure the default and is diligently proceeding to cure the default within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default. If the default is not cured in the time period provided for herein, the City may cure or remedy the default or institute such proceedings at law or in equity as may be necessary or desirable in its sole discretion to cure and remedy the default, including but not limited to, proceedings to compel specific performance.

(b) Events of Default. For purposes of this Agreement, the occurrence of any one or more of the following shall, subject to the notice and cure periods set forth in Section 5.10.1, constitute an "Event of Default":

(i) the Developer fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement;

(ii) the Developer makes or furnishes a warranty, representation, statement or certification to the City which is not true and correct in any material respect;

(iii) a petition is filed by or against the Developer under the Federal Bankruptcy Code or any similar state or federal law, whether now or hereinafter existing, which is not vacated, stayed or set aside within sixty (60) days after filing and which impairs the ability of the Developer to perform its obligations as and when required under this Agreement;

(iv) the Developer suffers or permits any lien or encumbrance that is not a permitted encumbrance to attach to or encumber the Canal Street Plaza, City Improvement, or the Developer Improvements; or

(v) the Developer makes an assignment of this Agreement without prior CDOT written approval, as required by Section 5.16(b) below.

(c) Notice of Default to Lender. Any notice of default to be delivered to Developer shall also be simultaneously delivered to any holder of a mortgage secured by the Old Post Office Building, so long as the Developer has provided the City with such lender notice contact information. Such lender(s) shall have the same opportunities to cure any such default(s) within the time afforded to the Developer herein and the City shall accept a cure by such first mortgagee.

(d) Waiver and Estoppel. Any delay by the City in instituting or prosecuting any actions or proceedings or otherwise asserting its rights shall not operate as a waiver of such rights or operate to deprive the City of or limit such rights in any way. No waiver made by the City with respect to any specific default by the Developer shall be construed, considered or treated as a waiver of the rights of the City with respect to any other defaults of the Developer, and shall not be effective unless given in writing.

5.14 City's Right to Inspect Records. The Developer agrees that the City shall have the right and authority to review and audit, from time to time, the Developer's books and records solely relating to the Reconstruction Project and any maintenance and repair of the Canal Street Plaza, including, without limitation, general contractor's sworn statements, the contract(s) with the Developer and the general contractor, subcontractors, any and all property maintenance and management entities, and purchase orders, waivers of lien, paid receipts, invoices, and contracts. All such books, records and other documents shall be available at the offices of the Developer for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the CDOT upon prior reasonable notice to Developer and at CDOT's sole cost and expense.

5.15 Conflict of Interest; City's Representatives Not Individually Liable. The Developer warrants that no agent, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership, or association in which he or she is directly or indirectly interested. No agent, official, or employee of the City shall be personally liable to the Developer or any successor in interest in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligation under the terms of this Agreement.

5.16 Successors and Assigns.

(a) Successor Owners of the Old Post Office Building. Nothing herein shall prohibit or in any way restrict the alienation, sale or any other transfer of all or any portion of the Old Post Office Building or any rights, interests or obligations therein. Upon any alienation, sale or any other transfer of all or any portion of the Old Post Office Building or the rights therein (other than an assignment or transfer of rights pursuant to a mortgage or otherwise as collateral for any indebtedness) and solely with respect to the portion of the Old Post Office Building so transferred, the term Developer shall be deemed amended to apply to the transferee thereof (and its beneficiaries if such transferee is a land trust), and the terms and conditions of this Agreement shall automatically transfer to, apply to, benefit and bind such transferee, and the seller or transferor thereof (and its beneficiaries if such seller or transferor is a land trust) shall thereafter be released from any and all obligations or liability thereunder, so long as the

transferee assumes any and all Developer liabilities that preexisted the alienation, sale or any other such transfer. The Developer shall provide the City with written notice of any such alienation, sale or any other transfer within fourteen (14) days prior to any such alienation, sale or any other transfer.

(b) Assignments to Other Parties. Subject to the prior written consent of CDOT, which consent shall not be unreasonably withheld or delayed, the Developer may assign this Agreement to such other parties not succeeding the Developer in title (as the case may be) that assume the Developer's obligations under this Agreement in writing. The Developer may, without requiring the consent of the City or CDOT, collaterally assign this Agreement to a lender holding a mortgage secured by the Old Post Office Building.

(c) Status of Performance. The City, at the Developer's request, shall reasonably cooperate with such successor in title or assignee to inform such party of the status of Developer's performance of its obligations under this Agreement.

(d) No Further Obligations; Lender Liability. Upon the Developer's transfer, by conveyance or otherwise, of title to the Old Post Office Building or, as the case may be, the Developer's permitted assignment of its obligations under this Agreement, and the transferee's assuming any and all Developer liabilities that preexisted the alienation, sale or any other such transfer, the Developer shall be released from any further liability or obligations under this Agreement arising after the date of such transfer or assignment. In addition, if a lender holding a mortgage forecloses such mortgage or otherwise exercises its rights under its lender financing documents, such lender shall only be liable for obligations accruing after the date of acquisition of title to the Old Post Office Building by such lender or its nominee (or such earlier date as such lender or such nominee may acquire possession or control of the Old Post Office Building, whether by appointment of a receiver, order of mortgagee-in-possession or otherwise) and shall have no liability for defaults or obligations arising prior to such time, except as to defaults or obligations that continue after the initiation of such exercise.

5.17 Miscellaneous.

(a) Headings. The headings of the various sections 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 thereof.

(b) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, including the law of public trust.

(c) Entire Agreement; Right of Entry Agreement; Amendment. Except as provided for herein, this Agreement constitutes the entire contractual agreement between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the subject matter hereof. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties.

(d) Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof is held invalid, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

(e) Notices. Any notice, demand or communication required or permitted to be given hereunder shall be given in writing at the addresses set forth below by any of the following means: (a) personal service; (b) overnight courier; or (c) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Transportation 30 North LaSalle Street, Suite 1100 Chicago, Illinois 60602 Attn: Commissioner
with a copy to:	City of Chicago Department of Law 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attn: Chief Assistant Corporation Counsel, Real Estate Division
If to the Developer:	601W Companies Chicago LLC 601 West 26th Street New York, NY 10001 Attn: Harry Skydell
With a copy to:	JLL Project and Development Services 200 East Randolph Street Chicago, Illinois 60601 Attention: John Latoza
With a copy to:	DLA Piper LLP (US) 203 North LaSalle Street, Suite 1900 Chicago, Illinois 60601 Attn: Mariah F. DiGrino

Any notice, demand or communication given pursuant to clause (a) hereof shall be deemed received upon such personal service. Any notice, demand or communication given pursuant to clause (b) shall be deemed received on the day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (c) shall be deemed received three (3) business days after mailing. The parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, demands or communications shall be given.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original instrument.

(g) Further Assurances. The Developer and the City agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications as may become necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

(h) Survival. All representations and warranties contained in this Agreement are made as of the execution date of this Agreement and the execution, delivery and

acceptance hereof by the parties shall not constitute a waiver of rights arising by reasons of any misrepresentation.

(i) Cumulative Remedies. Subject to the limitation of the scope of remedies as expressly provided herein, the remedies of any party hereunder are cumulative and the exercise of any one or more of the remedies provided by this Agreement shall not be construed as a waiver of any of the other remedies of such party unless specifically so provided herein.

(j) Disclaimer. No provision of this Agreement, nor any act of the City, shall be deemed or construed by any of the parties, or by third persons, to create or imply to create the relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City, the Developer or any owner of any portion of the Canal Street Plaza.

(k) Approval. Wherever this Agreement provides for the approval or consent of the City, CDOT or its commissioner, or another City department or such other City department's commissioner, or any matter is to be to the City's, such City department's or such commissioner's satisfaction, unless specifically stated to the contrary, such approval, consent or satisfaction shall be made, given or determined by the City, such City department, or such commissioner in writing and in the reasonable discretion thereof and not unreasonably delayed. The Commissioner of CDOT (or the commissioner of any other applicable department) or other person designated by the Mayor shall act for the City or CDOT (or such other applicable department) in making all approvals, consents and determinations of satisfaction, granting the Certificate or otherwise administering this Agreement for the City.

(l) Venue and Jurisdiction. If there is a lawsuit under this Agreement, each party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois, or the United States District Court for the Northern District of Illinois.

(m) Business Relationships. The Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a "Business Relationship" (as defined in Section 2- 156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (c) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. The Developer hereby represents and warrants that no violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

(n) Patriot Act Certification. The Developer represents and warrants that neither the Developer nor any Affiliate thereof (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. 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.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with Developer, 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 is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

(o) Prohibition on Certain Contributions Mayoral Executive Order 2011-4. Developer agrees that Developer, any person or entity who directly or indirectly has an ownership or beneficial interest in Developer of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Developer's contractors (i.e., any person or entity in direct contractual privity with Developer regarding the subject matter of this Agreement) ("Contractors"), any person or entity who directly or indirectly has an ownership or beneficial interest in any Contractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Developer and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee (i) after execution of this Agreement by Developer, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Developer and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

Developer represents and warrants that from the later to occur of (a) May 16, 2011, and (b) the date the City approached the Developer or the date the Developer approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Developer agrees that it shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) Bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

Developer agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Developer agrees that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted, unless the City, in its sole discretion, elects to grant such an opportunity to cure. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Developer intentionally violates this provision or Mayoral Executive Order No. 2011-4 prior to the closing of this Agreement, the City may elect to decline to close the transaction contemplated by this Agreement.

For purposes of this provision:

"Bundle" means to collect contributions from more than one source, which is then delivered by one person to the Mayor or to his political fundraising committee.

"Other Contract" means any other agreement with the City of Chicago to which Developer is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council of the City of Chicago.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

(A) they are each other's sole domestic partner, responsible for each other's common welfare; and
(B) neither party is married; and
(C) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
(D) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
(E) two of the following four conditions exist for the partners:
    1. The partners have been residing together for at least 12 months.
    2. The partners have common or joint ownership of a residence.
    3. The partners have at least two of the following arrangements:
        a. joint ownership of a motor vehicle;
        b. a joint credit account;
        c. a joint checking account;
        d. a lease for a residence identifying both domestic partners as tenants.
    4. Each partner identifies the other partner as a primary beneficiary in a will.

"Political fundraising committee" means a "political fundraising committee" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

(p) Failure To Maintain Eligibility To Do Business With The City. Failure by Developer or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby. Developer shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

(q) Inspector General. It is the duty of every officer, employee, department, agency, contractor, subcontractor, developer and licensee of the City, and every applicant for

certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Developer understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

(r) Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Section 7-28 or Section 11-4 of the Municipal Code (the "Waste Sections"). During the period while this Amendment is executory, Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Amendment, at law or in equity. This section does not limit Developer's, general contractor's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Amendment. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Amendment, and may further affect Developer's eligibility for future contract awards.

(s) City Hiring Plan.

(i) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(ii) Developer is aware that City policy prohibits City employees from directing any individual to apply for a position with Developer, either as an employee or as a subcontractor, and from directing Developer to hire an individual as an employee or as a subcontractor. Accordingly, Developer must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Developer under this Agreement are employees or subcontractors of Developer, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Developer.

(iii) Developer will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or

candidates for elected public office.

(iv) In the event of any communication to Developer by a City employee or City official in violation of this Section 5.17(s)(ii) above, or advocating a violation of this Section 5.17(s)(iii) above, Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. Developer will also cooperate with any inquiries by IGO Hiring Oversight related to the contract.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation, acting by and through its Department of Transportation

By:_____
Rebekah Scheinfeld, Commissioner

601W COMPANIES CHICAGO LLC, a Delaware limited liability company

By: _____
Name: _____
Its: _____

STATE OF _____)
) ss
COUNTY OF _____)

I, _____, a notary public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the _____ of 601W Companies Chicago LLC (the "Developer"), and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he/she signed, sealed, and delivered said instrument, as his/her free and voluntary act and as the free and voluntary act of the Developer, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this ___ day of _____, 2018.

_____
Notary Public

My Commission Expires_____

(SEAL)

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Rebekah Scheinfeld, personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and being first duly sworn by me acknowledged that as the Commissioner, she signed and delivered the instrument pursuant to authority given by the City of Chicago, as her free and voluntary act and as the free and voluntary act and deed of the corporation, for the uses and purposes therein set forth.

GIVEN under my notarial seal this ___ day of _____, 2018.

_____
NOTARY PUBLIC

EXHIBIT A

LEGAL DESCRIPTION OF THE OLD POST OFFICE BUILDING

LOT 11 (EXCEPTING THE WEST 20 FEET THEREOF) IN RAILROAD COMPANIES' RESUBDIVISION OF BLOCKS 62 TO 76, INCLUSIVE, 78, PARTS OF 61 AND 67 AND CERTAIN VACATED STREETS AND ALLEYS IN SCHOOL SECTION ADDITION TO CHICAGO, BEING A SUBDIVISION OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 4, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN: 17-16-130-001-0000

Address: 404 West Harrison Street

EXHIBIT B

LEGAL DESCRIPTION OF THE CANAL STREET PLAZA

THE EAST 50 FEET OF THE CANAL STREET RIGHT OF WAY

EXHIBIT 4

FORM OF BOND

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT 5

FORM OF CONSTRUCTION ESCROW AGREEMENT

[see attached]

Escrow Account No. _____

ESCROW AGREEMENT

This ESCROW AGREEMENT (the "Escrow Agreement"), dated as of _____, 2018, is made and executed by the City of Chicago, Illinois, an Illinois municipal corporation (the "City"), 601W Companies Chicago, LLC, a Delaware limited liability company ("601W"), and Chicago Title and Trust Company, a corporation of Illinois (the "Escrow Agent"), all as more particularly described on Exhibit A hereto.

Preliminary Statement

The City and 601W have entered into that certain Plaza Reconstruction Agreement (herein as amended, supplemented and restated from time to time, the "Agreement") with 601W, dated as of the date hereof. The Title Company (as identified on Exhibit A hereto) has issued ALTA Owner's Title Insurance Commitment #_____ with respect to the City-owned property which is the subject of the Agreement (the "Subject Property"), referred to herein as the "Commitment."

Pursuant to Section 3.03 of the Agreement, the City and 601W desire to utilize the staff and expertise of the Escrow Agent to collect, review and approve lien waivers, and disburse the Escrowed Funds (as hereinafter defined), subject to the terms and conditions of this Escrow Agreement.

NOW, THEREFORE, in consideration of the Subject Property and the mutual agreement herein contained, the parties hereto agree as follows:

I. Creation of and Deposits to Escrow Account.

A. Escrow Account. There is hereby created with the Escrow Agent an escrow account (the "Escrow Account"), into which all funds shall be deposited hereunder (the "Escrowed Funds"). The Escrow Agent will provide, upon written request, any information regarding the disbursement of funds from the Escrow Account.

B. [reserved]

C. City Deposits. Over the term of this Escrow Agreement, the City will deposit into the Escrow Account the Escrowed Funds, all at intervals and installments to be determined pursuant to the Agreement. At the time of each request for a disbursement to be funded hereunder, the City shall make a deposit with the Escrow Agent, in immediately available funds, in the amount approved by the City pursuant to such request for disbursement as provided in Section IV hereof, provided, however, that (i) no event shall have occurred which is or, with the passage of time or the giving of notice or both, would become an event of default under the Agreement, and (ii) each condition set forth in Section IV, as applicable, shall have been satisfied. If the City shall, pursuant to a disbursement request, deposit with the Escrow Agent funds in an amount greater than the amount requested from the City, the Escrow Agent shall promptly transfer the amount of such excess back to the City.

II. [reserved]

III. Manner of Disbursement. Disbursements from the Escrow Account are to be made as follows, pursuant to each draw request approved pursuant to Section IV hereof:

A. By checks to each subcontractor evidencing payment due for labor and/or materials furnished for the Work (as defined in the Agreement);

B. To the undersigned general contractor (the "General Contractor") for general requirements, builder's overhead (and for builder's profit, when applicable) and for labor and/or materials furnished directly by the General Contractor for the Work, approved by the City pursuant to such disbursement request;

C. To the General Contractor for labor and/or materials furnished by subcontractors when such items have been paid directly by the General Contractor, and when substantiated by a payment affidavit and lien waiver from the subcontractor; and/or

D. To 601W and/or other parties as approved by 601W and the City for non-construction items.

For purposes of this Escrow Agreement, the term "subcontractor" shall include all mechanics and materialmen furnishing services, labor, materials and supplies in connection with the Work.

IV. Conditions Precedent to Disbursements. NOTWITHSTANDING ANYTHING IN THIS ESCROW AGREEMENT TO THE CONTRARY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER IF THE CITY HAS NOTIFIED THE ESCROW AGENT IN WRITING OR BY TELECOPY NOT TO DO SO. IF THE ESCROW AGENT SHALL HAVE RECEIVED SUCH A NOTICE FROM THE CITY, THE ESCROW AGENT SHALL NOT MAKE ANY DISBURSEMENTS HEREUNDER (a) EXCEPT AS PROVIDED IN SECTION V(F) HEREOF OR (b) UNLESS AND UNTIL THE CITY SHALL HAVE NOTIFIED THE ESCROW AGENT IN WRITING TO DO SO.

The additional terms and conditions under which disbursements are to be made under this Escrow Agreement are as follows:

A. All Disbursements. The requirements for all disbursements, including the first and final disbursement, are as follows:

1. Prior to each disbursement of funds hereunder, the following shall be furnished to the Escrow Agent:

a. [reserved];

b. A sworn general contractor's statement setting forth in detail all contractors and material suppliers with whom 601W has contracted for the Work, their respective addresses, work or materials to be furnished, amounts of contracts, amounts paid to date, amounts of current payments and balances due (the "601W's Statement"), together with the partial waiver of 601W in the amount of the draw, and waivers of liens, affidavits, supporting waivers and/or release of

liens, if necessary, from subcontractors and material suppliers listed thereon;

c. An approval of the current condition of title shown in the Commitment, from the City. When, after the first disbursement, a further title search, if requested by the City, reveals a subsequently arising exception over which the Title Company is unwilling to insure, the Escrow Agent will notify the City and discontinue disbursement until the exception has been disposed of to the satisfaction of the City. (A mechanic's lien claim over which the Title Company is required to insure hereunder does not warrant a discontinuance of disbursement);

d. Other statements, waivers, affidavits, supporting waivers and releases of lien from such persons and in such form as may be required by the Escrow Agent for the purpose of releasing and waiving any and all rights to file mechanic's lien claims against the Subject Property (as defined in the Agreement) for those amounts and the work or materials which they represent (alternatively, 601W may enter into such indemnification arrangement with the Escrow Agent as required by the Escrow Agent to underwrite the requested coverage and issue the said required Commitment);

e. Escrowed Funds sufficient to cover the amount of the disbursement; and

f. A written approval by 601W and the City (signed by DPD and 2FM) of the requested disbursement and a request that the disbursement be made. For disbursements other than the first disbursement, such approval shall reference any extras or change orders not previously covered by waivers or deposited funds, and the amount of such extra or change order.

2. If requested by the City, the Title Company shall be in a position to issue a mechanics' lien and pending disbursement endorsement to the City's Commitment in form and substance satisfactory to the City (the "Endorsement"). The amount shown in such Endorsement shall be the amount of the total disbursement(s) made by the City to date, and the effective date thereof shall be the date the City's funds are deposited into the Escrow Account.

B. First Disbursement. Prior to the first disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished:

1. Where applicable, the Title Company shall have furnished to the City the Commitment showing the City as the insured under the Commitment.

C. Final Disbursement. Prior to the final disbursement of funds hereunder, and in addition to the requirements set forth above for all disbursements, the following shall be furnished:

1. A certificate addressed to the City and the Escrow Agent, from the Consultant Engineer (as defined in the Agreement), certifying that all rehabilitation or construction work has been completed and materials are in place to the extent shown in the request for payment by the General Contractor.

2. Upon completion of the Work, 601W shall promptly submit notice thereof to the Escrow Agent and the City and, if requested by the City, shall cause the Title Company to issue a final Endorsement to the City's Commitment.

V. Escrow Agent. It is understood by the parties hereto and by the General Contractor, who executed this Escrow Agreement to evidence its understanding and not as a party hereto, that the following provisions govern the duties of the Escrow Agent hereunder:

A. The Escrow Agent may, at its discretion, take whatever steps the Escrow Agent may deem necessary to verify the accuracy of any sworn statement required hereunder;

B. If at any time the Escrow Agent shall discover a misstatement of a material fact in any request or other notice from 601W, it shall promptly give notice of such discovery to the City and shall thereafter not disburse funds from the Escrow Account until such misstatements shall have been corrected to the satisfaction of the City, except as directed pursuant to the direction of the City;

C. The Escrow Agent will not accept any blanket lien waivers by the General Contractor as to labor performed and/or materials furnished by others. The Escrow Agent will not accept any blanket waiver pre-signed by any subcontractor;

D. While the subcontractors and any suppliers of labor and materials listed on sworn statements are not parties to this Escrow Agreement and have no standing hereunder, the Escrow Agent is authorized to furnish to those persons information which the Escrow Agent may deem appropriate with regard to the times at which disbursements might be made to them, and what conditions remain unsatisfied when the Escrow Agent is not in a position to disburse;

E. Any requirement or undertaking herein notwithstanding, there is no obligation assumed by the Escrow Agent for insuring that sufficient funds will be available to pay all costs incurred in completing the Work, or that the Work will be completed. Except with respect to funds for which the Escrow Agent shall have received investment instructions in writing, the Escrow Agent shall be under no duty to invest or reinvest any cash at any time held by it hereunder. Subject to paragraph G of this Section V, all income, if any, derived from any use which the Escrow Agent may make of any deposits hereunder shall belong to the respective depositors;

F. Subject to paragraph G of this Section V, upon receipt of written notice to the Escrow Agent from the City, the Escrow Agent shall transfer to the City all amounts previously disbursed by the City into the Escrow Account that remain in the Escrow Account;

G. Notwithstanding paragraphs E and F of this Section V, after payment by the Escrow Agent of the final disbursement hereunder, the Escrow Agent shall disburse any funds then remaining in the Escrow Account to the City;

H. The Escrow Agent's charges for the services performed and title insurance protection furnished hereunder are the responsibility of 601W and are to be paid from funds deposited herein, and the Escrow Agent reserves the right to suspend further processing of funds in the Escrow Account until this is done or other arrangements satisfactory to the Escrow Agent have been made; and

I. It is understood by the parties hereto that the requirements listed in this Section V are solely for the Escrow Agent's benefit to assist the Escrow Agent in fulfilling its obligations hereunder.

VI. Special Provisions. Special provisions, if any, applicable to this Escrow Agreement are set forth on Exhibit E hereto. If there shall be any inconsistency between the terms of the body of this Escrow Agreement and any term set forth as a special provision on Exhibit E hereto, the term set forth as a special provision on Exhibit E shall prevail.

VII. General.

A. Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth on Exhibit F hereto, by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopy; (c) overnight courier, receipt requested; or (d) registered or certified mail, return receipt requested. Such addresses may be changed by notice to the other parties given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or upon dispatch by electronic means with confirmation of receipt. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the Business Day (as defined below) immediately following deposit with the overnight courier, and any notice, demand or request sent pursuant to clause (d) above shall be deemed received two Business Days following deposit in the mail. "Business Day" as used herein shall mean a day on which banks in the City of Chicago are not authorized or required to remain closed and which shall not be a public holiday under the laws of the State of Illinois or any ordinance or resolution of the City of Chicago.

B. No changes, amendments, modifications, cancellations or discharge of this Escrow Agreement, or any part hereof, shall be valid unless in writing executed by the parties hereto or their respective successors and assigns.

C. No official, officer or employee of the City shall be personally liable to 601W or any successor in interest in the event of any default or breach of this Escrow Agreement by the City or for any amount which may become due to 601W or any successor in interest, or on any obligation under the terms of this Escrow Agreement.

D. The Escrow Agent, the City and 601W agree that this Escrow Agreement is not intended to give any benefits, rights, privileges, actions or remedies to any person, partnership, firm or corporation other than the Escrow Agent, the City and 601W, as a third party beneficiary or otherwise, under any theory of law.

E. If any provision of this Escrow Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Escrow Agreement shall be construed as if such invalid part were never included herein and

this Escrow Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

F. This Escrow Agreement shall be governed as to performance and interpretation in accordance with the internal laws of the State of Illinois, without regard to its conflict of laws principles.

G. This Escrow Agreement may be executed in several counterparts, each of which shall constitute an original and all of which shall constitute one and the same instrument.

H. [reserved]

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed and delivered as of the date first written above.

CITY OF CHICAGO, ILLINOIS

By: _____
David L. Reifman
Its: Commissioner of Planning and Development

601W COMPANIES CHICAGO LLC

By: _____
Name: _____
Its: _____

CHICAGO TITLE AND TRUST COMPANY, a corporation of Illinois

By: _____
Name: _____
Its: _____

Escrow Agreement Exhibit A

A. PARTIES:

1. 601W Companies Chicago LLC, a Delaware limited liability company, referred to herein as the "601W", having an address at 601 West 26th Street, Suite 1275, New York, NY 10001; Attention: _____.

2. [reserved]

3. City of Chicago, Illinois having an address at its Department of Planning and Development, City of Chicago, 121 North LaSalle Street, 10th Floor, Chicago, Illinois 60602, Attention: Commissioner.

4. [reserved]

5. Chicago Title and Trust Company, a corporation of Illinois, referred to herein as the "Escrow Agent", having an address at 10 South LaSalle Street, Suite 3100, Chicago, Illinois 606003; Attention: _____.

B. Title Company: Chicago Title Insurance Company

Escrow Agreement Exhibits B-D

[reserved]

Escrow Agreement Exhibit E

Special Provisions

[If any special provision conflicts with any section of the Escrow Agreement, use the following language: "Notwithstanding anything to the contrary set forth in Section___ or elsewhere in this Escrow Agreement,..."]

Escrow Agreement Exhibit F

Addresses of Parties for Notice

IF TO THE CITY:	As set forth on Exhibit A hereto, with copies to: Department of Finance City of Chicago 121 North LaSalle Street, Suite 700 Chicago, Illinois 60602 Attention: Comptroller Office of the Corporation Counsel City of Chicago 121 North LaSalle Street, Room 600 Chicago, Illinois 60602 Attention: Real Estate and Land Use Division
IF TO 601W:	As set forth on Exhibit A hereto, with copies to: DLA Piper LLP (US) 444 West Lake Street, Suite 900 Chicago, Illinois 60606 Attn: Mariah F. DiGrino, Esq.
IF TO THE ESCROW AGENT:	As set forth on Exhibit A hereto.

EXHIBIT 6

APPROVED PRIOR EXPENDITURES

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT 7

EXCEPTIONS FROM RETAINAGE

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT 8

FORM OF ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

[NOT ATTACHED FOR PURPOSES OF ORDINANCE]

EXHIBIT 9

INSURANCE REQUIREMENTS

601W must provide and maintain at 601W's own expense, or caused to be provided and maintained, until the Certificate is issued, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

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

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, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for 601W must maintain limits of not less than $2,000,000 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, 601W must provide or cause to be provided Automobile Liability Insurance with limits of not less than $5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. Coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste, hazardous waste, and radioactive waste if applicable.

Subcontractors performing work for 601W must maintain limits of not less than $2,000,000 with the same terms herein.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, 601W must provide or caused to be provided, with respect to the operations that 601W or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating

railroad 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.

When applicable

A certified copy of the Railroad Protective Policy is to be submitted to:
-Chicago Transit Authority, 567 West Lake Street, Chicago, IL 60661

A binder will be accepted until such time that policy is issued.

5) Builders Risk

When 601W or any subcontractor undertakes any construction, including improvements, betterments, and/or repairs, 601W must cause the subcontractor(s) to provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: material stored off-site and in-transit, debris removal, landscaping, collapse, flood, water including overflow, leakage, sewer backup or seepage and loss from faulty workmanship or materials. The City of Chicago is to be named as an additional insured and loss payee.

601W and subcontractors are responsible for any loss or damage to personal property (including materials, equipment, tools and supplies) owned , rented or used by 601W or any subcontractor.

6) Professional Liability

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

Subcontractors performing professional services for 601W must maintain limits of not less than $1,000,000 with the same terms herein.

7) Valuable Papers

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

8) Contractors Pollution Liability

When any remediation 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 Agreement scope of services with limits of not less than $1,000,000 per occurrence. Coverage must include

completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

9) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Agreement, Asbestos Abatement Liability Insurance must be provided with limits of not less than $1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

B. ADDITIONAL REQUIREMENTS

601W must furnish the City of Chicago, Department of Planning and Development, 121 N. LaSalle Street, Room 1000, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. 601W must submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from 601W is not a waiver by the City of any requirements for 601W to obtain and maintain the specified coverages. 601W shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve 601W of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this until proper evidence of insurance is provided.

601W must provide for 60 days prior written notice to be given to the City 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 601W.

601W hereby waives and agrees to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by 601W in no way limit 601W's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by 601W under the Agreement.

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

If 601W is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

601W must require all subcontractors to provide the insurance required herein, or 601W may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of 601W unless otherwise specified in this Contract.

If 601W or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirement, so long as such action does not occur without 601W's written consent to increase such requirements.