



# Office of the City Clerk

City Hall  
121 N. LaSalle St.  
Room 107  
Chicago, IL 60602  
www.chicityclerk.com

## Legislation Details (With Text)

**File #:** O2021-618  
**Type:** Ordinance  
**File created:** 2/26/2021  
**Status:** Passed  
**In control:** City Council  
**Final action:** 3/24/2021  
**Title:** Management and maintenance agreement with 200 S Wacker LLC for Quincy Park  
**Sponsors:** Reilly, Brendan  
**Indexes:** Miscellaneous  
**Attachments:** 1. O2021-618.pdf

Date	Ver.	Action By	Action	Result
3/24/2021	1	City Council	Passed	Pass
3/18/2021	1	Committee on Transportation and Public Way	Recommended to Pass	
2/26/2021	1	City Council	Referred	

### ORDINANCE

WHEREAS, the City of Chicago (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; and

WHEREAS, 200 South Wacker IL LLC, a Delaware limited liability company (the "Manager"), is the owner of that certain property with improvements located thereon and commonly known as 200 South Wacker Drive, Chicago, Illinois (the "200 Property"); and

WHEREAS, the City is the owner of certain public right of way located between 200 South Wacker Drive, Chicago, Illinois and 250 South Wacker Drive, Chicago, Illinois and commonly known as Quincy Park; and

WHEREAS, it is the City and the Manager's understanding that a prior owner of the 200 Property entered into an agreement with the City in July 1987 pursuant to which the prior owner agreed to build and then maintain a park on a portion of West Quincy Street that is east of the Chicago River and west of Upper Wacker Drive (the "Open Space Parcel"); and

WHEREAS, the area known as Lower West Quincy Street that is accessible to vehicles is not part of the Open Space Parcel; and

WHEREAS, the City and the Manager have not been able to find any written agreement that memorializes the understanding referred to in the recital above, nor have they found any documentation that indicates any such agreement is binding on Manager; and

WHEREAS, the City, acting through its Department of Transportation ("CDOT"), and the Manager now wish to enter into a management and maintenance agreement for the Open Space Parcel in substantially the form attached hereto as Exhibit A (the "Agreement"); now, therefore,

BE IT ORDAINED BY THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The Agreement shall contain such revisions in text as the Commissioner of CDOT or her designee (the "Commissioner") executing the same shall determine are necessary or desirable, the execution thereof, and any amendment thereto, by the Commissioner to evidence the City Council's approval of all such revisions. The Commissioner is hereby authorized to execute the Agreement on behalf of the City and to take such actions, and do such things as shall be necessary to perform, carry out, give effect to and consummate the transactions contemplated by this ordinance, including, but not limited to, the exercise of any power or authority delegated to such official of the City under this ordinance with respect to the Agreement, but subject to any limitations on or restrictions of such power or authority as herein set forth, and any actions heretofore taken by such officers of the City in accordance with the provisions of this ordinance are ratified and approved.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance.

SECTION 4. This ordinance shall be effective as of the date of its passage and approval.

Approved as to Form and Legality:

Michael L. Gaynor Senior Counsel

**duced By:**

Honorable Brendan Reilly Alderman, 42nd Ward

EXHIBIT A TO ORDINANCE - THE AGREEMENT (see attached)

## MANAGEMENT AND MAINTENANCE AGREEMENT (QUINCY PARK)

This MANAGEMENT AND MAINTENANCE AGREEMENT ("Agreement") is made as of the      day of      , 2020, 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 30 North LaSalle Street, 11<sup>th</sup> Floor, Chicago, Illinois 60602, and, 200 South Wacker IL LLC, a Delaware limited liability company (the "Manager"), having its principal office at do Manulife Investment Management, 200 South Wacker Drive, Suite 300, Chicago, Illinois 60606.

### 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; and

WHEREAS, Manager is the owner of that certain property with improvements located thereon and commonly known as 200 South Wacker Drive, Chicago, Illinois (the "200 Property"); and

WHEREAS, the City is the owner of certain public right of way located between 200 South Wacker Drive, Chicago, Illinois and 250 South Wacker Drive, Chicago, Illinois and commonly known as Quincy Park; and

WHEREAS, it is the parties' understanding that a prior owner of the 200 Property entered into an agreement with the City in July 1987 pursuant to which the prior owner agreed to build and then maintain a park on a portion of West Quincy Street that is east of the Chicago River and west of Upper Wacker Drive and is depicted as the areas marked with an "A" on Exhibit 1 attached hereto (the "Open Space Parcel"); and

WHEREAS, the area known as Lower West Quincy Street that is accessible to vehicles is

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not part of the Open Space Parcel and the areas marked with a "B" on the attached Exhibit 1 are not part of the Open Space Parcel; and

WHEREAS, the parties have not been able to find any written agreement that memorializes the understanding referred to in the recital above, nor have they found any documentation that indicates any such agreement is binding on Manager; and

WHEREAS, on      , 202\_\_, the City Council of the City adopted an ordinance authorizing the execution of this Agreement by the City;

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 [INTENTIONALLY OMITTED]**

**SECTION 3 [INTENTIONALLY OMITTED]**

**SECTION 4 [INTENTIONALLY OMITTED]**

**SECTION 4A [INTENTIONALLY OMITTED]**

**SECTION 4B PARK PROGRAMMING**

The Manager will be allowed to organize daily activity programming on the Open Space Parcel which shall be open to the public. Such daily activation shall consist of functions and amenities similar to what currently occurs at riverwalks and plazas along the Chicago River downtown and at Chicago Park District parks.

The Open Space Parcel shall typically remain open to and available for use by the public from 6:00a.m. to 11:00p.m. or other hours coordinated with operations of City-operated riverwalks on the Main Branch of the Chicago River or as mutually agreed in writing ("Park Hours").

The Manager shall be permitted to close and use portions of the Open Space Parcel for private special functions and private special programmed events as detailed herein whenever desired by the Manager ("Private Activities and Events") on an Occasional Limited Basis (as defined below); provided, however, such Private Activities and Events: (a) shall not unreasonably interfere with the use and enjoyment of properties adjacent to the Open Space Parcel; and (b) comply with City ordinances regarding noise and outdoor activities. When Manager uses portions of the Open Space Parcel for Private Activities and Events, the remainder of the Open Space Parcel shall remain open to and available for use by the public. Except for normal liquor license

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permit issuance fees applicable to such use, and in view of the Manager's ongoing responsibility for the maintenance, repair and replacement of the Open Space Parcel 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 Open Space Parcel for Private Activities and Events. "Occasional Limited Basis" shall mean that (a) the Manager shall be permitted to use the Open Space Parcel for Private Activities and Events up to ten (10) days in a calendar year. Any additional Private Activity and Event use of the Open Space Parcel beyond the Occasional Limited Basis shall be subject to CDOT approval.

**SECTION 5**  
**COVENANTS, REPRESENTATIONS AND WARRANTIES**

A. Covenants, Representations and Warranties of Manager. Manager hereby covenants, represents and warrants to the City as follows:

Manager is a duly organized and in good standing under the laws of the State of Delaware and other states in which it is required to register as a business entity.

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

3) The execution, delivery and performance by the Manager 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 Manager is a party or may be bound or affected, or a violation of any law or court order which may affect the 200 Property, or any part thereof, any interest therein or use thereof.

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

5) Manager shall not, without prior written notice to the Commissioner of CDOT (the "Commissioner"), assign its rights and obligations under this Agreement to any person or entity other than the entity owning the 200 Property from time to time. Any such entity which acquires the 200 Property shall be bound by this Agreement only if such entity agrees in writing to be so bound.

6) Manager 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 Manager in violation of Chapter 2-156-020 of the Municipal Code of Chicago.

7) Manager shall manage and maintain the Open Space Parcel in accordance with the terms and provisions of this Agreement.

B. Covenants, Representations and Warranties of the City. The City hereby covenants, represents and warrants to Manager that the City has the authority under its home rule powers granted in the Constitution of the State of Illinois to enter into, execute, deliver and perform its obligations thereunder.

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

## **SECTION 6 [INTENTIONALLY OMITTED]**

## **SECTION 7 CONTINUING OBLIGATIONS OF MANAGER**

The Manager shall comply with the covenants set forth in this Section 7, and the other provisions of this Agreement applicable to the continuing use of the Open Space Parcel and the management and maintenance of the Open Space Parcel. The Manager shall not be obligated under this Agreement to provide private security service or police protection in the Open Space Parcel, except as necessary during Private Activities and Events.

### **A. Maintenance and Repair of the Open Space Parcel**

1) Manager, at its sole expense, shall maintain and operate the Open Space Parcel, and any appurtenances thereto, in good order, condition and repair. Manager shall make decisions regarding the maintenance and operation of the Open Space Parcel in its sole discretion. Manager in its sole discretion may negotiate and execute contracts with independent contractors/third parties for services required in the ordinary course of business in maintaining the Open Space Parcel.

2) All decisions regarding the design, maintenance or operation of the Open Space Parcel shall be made by Manager in its sole discretion. Manager may make such alterations to the Open Space Parcel as it deems advisable or necessary in its sole discretion. For example, initially, Manager will alter the current design of the Open Space Parcel as depicted on Exhibit 1, attached hereto, which will necessitate the removal of the pump and all plumbing fixtures and equipment from the Open Space Parcel. Subject to Section 4.B above, Manager shall utilize the Open Space Parcel in its sole discretion and Manager shall be permitted to hold events at the Open Space Parcel for the tenants of the building located at the 200 Property.

3) Nothing in this Section 7 waives the City's rights to access, service and operate existing water and

sewer lines, including the Combined Sewer Outfall #129 location and its public notice signage. Manager agrees to notify the City in the event that Manager learns of a condition that fulfills the "Call 311 if you see" section of the Combined Sewer Outflow #129 public notice signage. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against Manager.

4) Notice to the City. Manager agrees to notify the City in writing of any injury to persons or property relating to the Open Space Parcel which results in the Manager making a report to its insurance company within fourteen (14) days of the date that the Manager makes such a report. Furthermore, Manager agrees to notify the City promptly in the method described in this paragraph in the event that it learns that the Open Space Parcel is being utilized by any of the public in violation of this Agreement. Notwithstanding anything to the contrary contained in this paragraph, this Section 7.A.(4) shall not be construed to obligate the Manager to provide any private security for the public use of the

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Open Space Parcel, except as necessary during Private Activities and Events. Failure to notify the City (as provided for herein) shall not give rise to a claim for damages by the City against Manager.

(5) Rules and Regulations. The Manager may establish reasonable rules and regulations for the use of the Open Space Parcel by the public, including without limitation the prohibition of any sleeping, cooking, soliciting or loitering therein. The Manager may also establish reasonable rules and regulations for animal access. The Manager shall have the right to enforce such rules and regulations by personnel employed by the Manager's property manager or other agents and contractors in the same manner as the Manager would enforce similar rules and regulations applicable to other portions of the 200 Property which are open to entry by the public. The Manager shall be obligated to obtain prior written approval by the City of any such rules and regulations but not any specific instances of enforcement thereof, so long as such rules and regulations are enforced in a uniform and non-discriminatory fashion against the users of the Open Space Parcel. Notwithstanding anything herein to the contrary, the Manager shall have the right to close the Open Space Parcel and deny public access through the Open Space Parcel outside of the Park Hours.

## **SECTION 8 INSURANCE**

The Manager shall at all times thereafter continue to maintain comprehensive general liability insurance (including any liability insurance carried under so called excess or "umbrella" policies) with respect to the Open Space Parcel in such amount as the Manager shall thereafter from time to time be required to carry with respect to the 200 Property, including the City as an additional insured thereunder. The Manager shall, on or before January 31 of each calendar year, upon written request from the City received on or before January 15, provide the City with evidence of the then applicable insurance required hereunder. The Commissioner of CDOT shall have authority to administratively amend this Agreement to document such continuing insurance requirements.

The City is self-insured.

## **SECTION 9 INDEMNITY**

The Manager agrees to indemnify, defend and hold the City, its elected officials and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) (collectively, the "City's Indemnified Costs") suffered or incurred by the City or such persons arising from or in connection with the construction of the Open Space Parcel by the Manager or the Manager's failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligation shall not be construed to require the Manager to indemnify such indemnitees where the City's Indemnified Costs arise out of the sole negligence and/or sole willful and wanton misconduct of one or more indemnitees. Without limiting the generality of the foregoing, such City's Indemnified Costs shall include any amounts payable by reason of the environmental condition of the Open Space Parcel. This indemnification shall survive any termination of this Agreement.

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The City agrees to indemnify, defend and hold the Manager, and its shareholders, officers, directors, members, managers, agents and employees, harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, attorneys' fees and court costs) (collectively, the "Manager's Indemnified Costs") suffered or incurred by the Manager or such persons arising from or in connection with the City's ownership of the Open Space Parcel or the City's failure to perform its obligations under this Agreement. The foregoing indemnity, defense and hold harmless obligation shall not be construed to require the City to indemnify such indemnitees where the Manager's Indemnified Costs arise out of the sole negligence and/or sole willful and wanton misconduct of one or more indemnitees. Without limiting the generality of the foregoing, such Manager's Indemnified Costs shall include any amounts payable by reason of the environmental condition of the Open Space Parcel. This indemnification shall survive any termination of this Agreement.

#### **SECTION 10 TERM OF THE AGREEMENT**

The term of this Agreement shall commence as of the date hereof and, unless otherwise terminated by either party upon 30 days advance written notice to the other party, shall run in perpetuity.

#### **SECTION 11 PERFORMANCE. EVALUATION AND BREACH: REMEDIES**

A. Time of the Essence. Time is of the essence in the parties' performance of their 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.

B. Permitted Delays. The Manager shall not 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, epidemic, pandemic, 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, geotechnical delays, material procurement delays, defective work delays and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability, of the Manager 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, promptly 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 and required recovery period effected by any such events described above.

C. Breach. Except as otherwise provided in this Agreement, in the event of a default by the Manager in the performance of its obligations under this Agreement, the Manager, 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 Manager 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 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.

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For purposes of this Agreement, the occurrence of any one or more of the following shall constitute an "event of default":

- 1) Manager fails to perform, keep or observe any of the material covenants, conditions, promises, agreements or obligations required under this Agreement, or



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

3) A petition is filed by or against Manager 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 Manager to perform its obligations as and when required under this Agreement; or

4) [intentionally omitted]; or

5) [intentionally omitted].

D. [intentionally omitted]

E. Waiver and Estoppel. Any delay by either party 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 said party of or limit such rights in any way. No waiver made by either party with respect to any specific default by the other party shall be construed, considered or treated as a waiver of the rights of the non-defaulting party with respect to any other defaults of the defaulting party, and shall not be effective unless given in writing.

F. [intentionally omitted]

G. Evaluation. Once every calendar year, upon written request from the City, representatives of the City and of Manager shall meet at the Open Space Parcel. The City may provide a written notice to Manager of any issues or concerns the City has based on this site visit.

## **SECTION 12 CONFLICT OF INTEREST; CITY'S REPRESENTATIVES NOT INDIVIDUALLY LIABLE**

Manager 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 Manager 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 Manager or successor or on any obligation under the terms of this Agreement.

The City warrants that no agent, officer, director, member, or employee of the Manager shall have any personal interest, direct or indirect, in this Agreement, nor shall any such agent, officer, director, member, or employee participate in any decision relating to this Agreement which

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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 Manager shall be personally liable to the City or any successor in interest in the event of any default or breach by the Manager or for any amount which may become due to the City or successor or on any obligation under the terms of this Agreement.

## **SECTION 13 SIGNS AND PUBLIC RELATIONS**

Manager will have the right to install public wayfinding, rules and regulations, informational, promotional and park branding signage within the Open Space Parcel, subject to the City's signage ordinance. The City reserves the right to include the name, photograph, artistic rendering of the Open Space Parcel and other pertinent information regarding Manager and the Open Space Parcel in the City's promotional literature and communications.

## **SECTION 14 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.

## **SECTION 15 GOVERNING LAW**

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

## **SECTION 16 ENTIRE AGREEMENT**

This Agreement constitutes the entire contractual agreements between the parties and supersedes and replaces completely any prior agreements between the parties with respect to the development, use and operation of the Open Space Parcel. This Agreement may not be modified or amended in any manner other than by supplemental written agreement executed by the parties; provided, however, that any of the aforementioned documents may be independently amended without such amendment being deemed an amendment to such other documents.

## **SECTION 17 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.

## **SECTION 18 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

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service; (b) [intentionally omitted]; (c) overnight courier; or (d) registered or certified first class mail, postage prepaid, return receipt requested:

If to the City:	City of Chicago Department of Transportation 2 North LaSalle Street Room 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: Deputy Corp. Cnsl., Real Estate & Land Use Division
If to the Manager:	Manulife Investment Management 200 South Wacker Drive, Suite 300 Chicago, Illinois 60606 Attn: Property Manager
With a copy to:	John D. Silk Rothschild, Barry & Myers LLP 150 South Wacker Drive, Suite 3025 Chicago, Illinois 60606-4234

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 (c) shall be deemed received on the

next business day immediately following deposit with the overnight courier. Any notice, demand or communication sent pursuant to clause (d) 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.

#### **SECTION 19 COUNTERPARTS**

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

#### **SECTION 20 [INTENTIONALLY OMITTED]**

#### **SECTION 21 HAZARDOUS MATERIALS**

Manager shall have no responsibilities with respect to Hazardous Materials, except to promptly notify the City in the event that Manager becomes aware of any suspected or actual presence or release of, or other condition relating to, Hazardous Materials on the Open Space Parcel. For purposes of this Agreement, "Hazardous Materials" means and includes any hazardous substance or any pollutant or contaminant defined as such in (or for purposes of) the Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, the Toxic Substances Control Act, or any other federal, state or

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local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material, as now or at any time hereafter in effect, or any other hazardous, toxic or dangerous waste substance or material, including without limitation, any fungus, yeast or mold, and/or any spores or toxins emanating therefrom. The City shall indemnify, defend and hold Manager harmless from and against any and all liabilities which at any time or from time to time may be actually paid or incurred by Manager for, with respect to, or as a direct or indirect result of, the presence on or about the Open Space Parcel of any Hazardous Materials, or a release at any time before, during or after the term of this Agreement of any Hazardous Materials (including, without limitation, any liabilities asserted or arising under the applicable environmental statutes).

#### **SECTION 22 ASSIGNABILITY AND TRANSFER**

The Manager shall have no right to assign, transfer or convey any of its duties or obligations under this Agreement as they relate to the Open Space Parcel, except to Manager's successors and assigns of the 200 Property. The City shall have no right to assign, transfer or convey any its rights under this Agreement, to any party other than a governmental body such as the Chicago Park District or another unit of local government that, consistent with its enabling legislation, is authorized to own or hold an access easement interest in open space.

#### **SECTION 23 FURTHER ASSURANCES**

Manager 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.

#### **SECTION 24 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.

#### **SECTION 25 CUMULATIVE REMEDIES**

Subject to any express limitation of the scope of remedies 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.

#### **SECTION 26 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

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any association or relationship involving the City, the Manager or any owner of any portion of the 200 Property.

#### **SECTION 27 APPROVAL**

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

#### **SECTION 28 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.

#### **SECTION 29 BUSINESS RELATIONSHIPS**

The Manager 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 described 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 Manager hereby represents and warrants, to the best of its knowledge, that no violation of Section 2-156-030(b) has occurred with respect to this Agreement or the transactions contemplated hereby.

SECTION	30	[INTENTIONALLY	OMITTED]	SECTION	31
[INTENTIONALLY	OMITTED]	SECTION	32	[INTENTIONALLY	
OMITTED]	SECTION	33	[INTENTIONALLY	OMITTED]	SECTION
34					

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**COOPERATION WITH INSPECTOR GENERAL**

It is the duty of the Manager and any bidder, proposer, contractor, subcontractor, and every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners, and employees of any such grantee, subgrantee, bidder, proposer, contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56 of the Municipal Code. The Manager represents and warrants that it understands and will abide by all provisions of Chapter 2-56 of the Municipal Code and that the Manager will inform its contractors and subcontractors of this provision and, if applicable, require their compliance.

[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:  
Name: Gia Biagi Title: Commissioner

200 SOUTH WACKER IL LLC

By: \_ Name: Title:

EXHIBIT 1 (see attached)

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Before

Landscape Enhancements - Courtyard Fountains 200 S. Wacker Drive, Chicago, IL60606 April  
10,2020

Before

Landscape Enhancements - Courtyard Fountains 200.S Vtecker Drive, Chicago, IL 60606 April 10,2020  
Plant Palette

Hy'drangea'Ru^-Sjippera' Pact^sand'a'-'Grieri Carpet'  
Ruby Slippers Oakleaf Hydrangea Green Carpet Japanese .Spurge

Landscape.Enhancements - Courtyard Fountains 200 5. Wacker Drive, Chicago. IL 60606 AprilO, 2020  
CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT

SECTION I - GENERAL INFORMATION

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

200 South Wacker IL LLC

Check ONE of the following three boxes:

Indicate whether the Disclosing Party submitting this EDS is:

1. ☒ the Applicant

OR

2. ☐ a legal entity currently holding, or anticipated to hold within six months after City action on

2. the contract, transaction or other undertaking to which this EDS pertains (referred to below as the

2. "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal

2. name:

OR

3. ☐ a legal entity with a direct or indirect right of control of the Applicant (see Section 11(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 200 South Wacker Drive, Suite 300  
Chicago, IL 60606

C. Telephone: 312-853-3185 Fax: Email:

200southwacker@manulife.com <mailto:200southwacker@manulife.com>

D. Name of contact person: Jessica M. Roberts

E. Federal Employer Identification No. (if you have one): 83-1464980

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable): Maintenance for Quincy Park

G. Which City agency or department is requesting this EDS?\_Dept. of Law, Real Estate & Land Use Div.

If the Matter is a contract being handled by the City's Department of Procurement Services, please

the following:

Page: 15

Specification #

and Contract #

## SECTION IT - DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing ☐ Person  
☐ Publicly registered business corporation ☐ Privately held business corporation ☐ Sole proprietorship ☐  
General partnership ☐ Limited partnership ☐ Trust

☒ Limited liability company  
☐ Limited liability partnership  
☐ Joint venture  
☐ Not-for-profit corporation

(Is the not-for-profit corporation also a 501(c)(3))?

☐ Yes ☐ No ☐ Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Delaware

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

☒ Yes

☐ No

☐ Organized in Illinois

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

NOTE: Each legal entity listed below must submit an EDS on its own behalf.

Name Title

Broadway Wacker, LLC

Manager

Broadway Wacker, LLC is the legal manager of the Applicant, but does not directly or indirectly



control the day-to-day management of the Applicant.

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

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limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
NONE		

### SECTION III - INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? ☐ Yes ☒ No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EipS ☐ Yes ☒ No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's, knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party? ☐ Yes ☒ No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

## SECTION IV - DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

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Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
	150 S. Wacker Drive, Suite 3025, Chicago, IL 60606, Attorney,		Rothschild, Barry & Myers LLP, \$8,280 fees paid

(Add sheets if necessary)

[ X ] Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V - CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction? [ ] Yes [ X ] No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement? [ ] Yes [ X ] No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of

Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

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3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section 11(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing

Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;

- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

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Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;

b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty of agreement or collusion among bidders or prospective bidders, in restraint of freedom of competition by agreement to bid a fixed price or otherwise; or

c. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or

d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an

officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

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contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

☐ is ☒ is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party is a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

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If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

### D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

☐ Yes ☒ No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property

taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

☐ Yes

☐ No

3. If you checked "Yes" to Item D(l), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
------	------------------	------------------------------

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

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#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

#### SECTION VI - CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded,

proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

#### A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

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of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A( 1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is                      the                      Disclosing                      Party                      the Applicant?



☐ Yes

☐ No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

☐ Yes

☐ No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

☐ Yes

☐ No

☐ Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

☐ Yes

☐ No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII - FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics) <<http://www.cityofchicago.org/Ethics>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request.

Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. NOTE: With respect to Matters subject to MCC Chapter 1-23, Article I (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

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#### CERTIFICATION

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

200 South Wacker IL LLC

By:

(Print or type exact legal name of Disclosing Party)

{DATEL<sup>1</sup>-14\_2021

Lisa\*A. NletzV

(Print or type person signing)

Property Manager

(Print or type title of person signing)

Signed and sworn to before me on (date)

at County, (state).

Notary Public Commission expires:

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX A

FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND  
DEPARTMENT HEADS

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating

officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

☐ Yes ☒ No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX B

BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☒ No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

☐ Yes ☐ No ☒ The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT  
APPENDIX C

PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION

This Appendix is to be completed only by an Applicant that is completing this EDS as a "contractor" as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com) <<http://www.amlegal.com>>), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants' wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

☐ Yes ☐ No

☒ N/A - I am not an Applicant that is a "contractor" as defined in MCC Section 2-92-385. This

certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1). If you checked "no"

to the above, please explain.