Legislation Details (With Text)

File #:	O2022-1765		
Type:	Ordinance	**Status:**	Passed
File created:	5/23/2022	**In control:**	City Council
		Final action:	7/20/2022
Title:	Intergovernmental agreement with Chicago Transit Authority for infrastructure repairs to 43rd Street Green Line station utilizing Tax Increment Financing (TIF) fund assistance		
Sponsors:	Lightfoot, Lori E.		
Indexes:	Intergovernmental		
Attachments:	1. O2022-1765.pdf		

Date	Ver.	Action By	Action	Result
7/20/2022	1	City Council	Passed	Pass
6/22/2022	1	City Council	Deferred and Published	
5/23/2022	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT
MAYOR

May 23, 2022

TO THE HONORABLE,.THE CITY COUNCIL OF THE CI
TY OF CHICAGO

Ladies and Gentlemen:

At the request ol" the Commissioner of Planning and Development, 1 transmit herewith ordinances authorizing the execution of intergovernmental agreements with the Chicago Transit Authority to provide TIF funding for various transit stations, track and turnaround improvements.

Your favorable consideration of these ordinances will be appreciated.

Very truly yours

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of government as described in Section 6(a), Article VII ofthe 1970 Constitution ofthe State of Illinois; and

WHEREAS, the Chicago Transit Authority (the "CTA") is a municipal corporation of the State of Illinois; and

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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, in accordance with the provisions ofthe Act, and pursuant to three ordinances adopted on March 27, 2002, and subsequently amended, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project (the "Plan") for the 47th/King Redevelopment Project Area (the "Area") within the City; (ii) designated the Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "TIF Adoption Ordinance") for the Area; and

WHEREAS, under the Act and the TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer of the City for deposit by the Treasurer into the TIF Fund (as defined in the TIF Adoption Ordinance) established to pay redevelopment project costs incurred within the Area, which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the Plan, to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act > from redevelopment project areas that are contiguous to, or separated by a public right of way from, the Area to pay eligible redevelopment project costs; and

WHEREAS, pursuant to the 1945 Chicago Transit Authority ordinance (the "1945 Ordinance") enacted by the City Council on April 23, 1945, the CTA owns the 43rd Street station on the Green Line; and

WHEREAS, the CTA proposes to undertake the rehabilitation of the 43rd Street station on the Green Line (the "Project"), which Project is located within the Area; and

WHEREAS, the CTA has requested tax increment allocation financing funds assistance (the "City Contribution") from the City's Department of Planning and Development ("DPD") to support portions of the cost of the Project, and the City desires to provide such assistance; and

WHEREAS, the parties propose to enter into an intergovernmental agreement ("Agreement") authorizing and setting conditions on providing the City Contribution for the Project; and

powered by Legistar™

WHEREAS, the parties propose to enter into the Agreement under the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Chicago Transit Board intends to enact an ordinance authorizing the CTA to enter into the Agreement; now, therefore,

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

SECTION 1. The above recitals are incorporated by reference as if fully set forth herein.

SECTION 2. Subject to the approval ofthe Corporation Counsel as to form and legality, the Commissioner of DPD ("Commissioner") or his or her designee is hereby authorized to execute and deliver the Agreement with the CTA in substantially the form attached hereto as Exhibit A, with such changes therein as the Commissioner may approve, provided that such changes do not amend any essential terms ofthe Agreement (execution ofthe Agreement by the Commissioner or his or her designee constituting conclusive evidence of such approval), and to enter into and execute all such other agreements and instruments and to perform any and all acts as shall be necessary or advisable in connection with the implementation ofthe Agreement.

SECTION 3. To the extent that any ordinance, resolution, rule, order or provision ofthe Municipal Code of Chicago, or part thereof, is in conflict with the provisions ofthis 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 ofthe other provisions ofthis ordinance.

SECTION 4. This ordinance shall be in full force and effect from and after the date of its passage and approval.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF CHICAGO AND CHICAGO TRANSIT AUTHORITY
FOR TAX INCREMENT FINANCING FOR CTA 43rd STREET GREEN LINE
STATION IMPROVEMENTS

This Intergovernmental Agreement (the "Agreement") is entered into as of _, 2022 (the "Effective Date") by and between the City of Chicago, a municipal corporation (the "City"), acting through its Department of Planning and Development ("DPD"), and the Chicago Transit Authority ("CTA"), an Illinois municipal corporation duly organized and existing under the laws of the State of Illinois.

WHEREAS, the City is a home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

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 (the "Act"), to finance projects that eradicate blight conditions and conservation factors that could lead to blight through the use of tax increment allocation financing for redevelopment projects; and

WHEREAS, pursuant to ordinances adopted on March 27, 2002, and subsequently amended, the City Council of the City (the "City Council"): (i) approved a certain redevelopment plan and project (as amended, the "47th/King Redevelopment Plan") for the 47th/King Redevelopment Project Area (as amended, the "47,h /King Area") within the City; (ii) designated the 47th/King Area as a redevelopment project area; and (iii) adopted tax increment allocation financing (the "47th/King TIF Adoption Ordinance") for the 47th/King Area; and

WHEREAS, underthe Act and underthe 47th/King TIF Adoption Ordinance, certain taxes are allocated and, when collected, are paid to the Treasurer ofthe City for deposit by the Treasurer into the 47th/King TIF

Fund, established to pay redevelopment project costs incurred within the 47th/King Area (the "Area") which taxes may be used to pay all or a portion of the costs of construction of public improvements within the Area that are incurred or that are to be incurred in furtherance of the objectives of the 47th/King Redevelopment Plan to the extent the municipality by written agreement accepts and approves such costs; and

WHEREAS, pursuant to the Plan, certain TIF-funded City programs and redevelopment agreements have been established by the City Council of the City as of the Effective Date, which programs and agreements pledge portions of TIF funds (collectively, the "Prior Obligations"); and

WHEREAS, pursuant to the Plan, the City may utilize revenues received under the Act to pay eligible redevelopment project costs; and

WHEREAS, the CTA proposes to undertake certain infrastructure repairs to the 43rd Street Green Line station, of which the following upgrades and renovations shall occur wholly within the Area: Painting, lighting, and upgrading signage for the station; repairs to the canopy and relocation of an exit-only staircase (the "Project"), which Project is located within the Area, and which Project is described in more detail in Exhibit A, incorporated and attached hereto; and

WHEREAS, the budget for the Project is approximately $11,504,565, which will initially be paid by the CTA from various funding sources including federal, state, CTA and City funds, of

l

which the City, in aggregate, will reimburse not to exceed $1,983,938 from Available Incremental Taxes (as defined below) or from any other source of funds available to and selected by the City ("City Funds"); and

WHEREAS, the Project is the type of public improvement that is contemplated by the Plan, and therefore the costs of the Project ("Project Costs") qualify as "Redevelopment Project Costs" underthe Plan, as defined in Section 5/11-74.4-3(q) ofthe Act; and

WHEREAS, the City and the CTA wish to enter into this Agreement; and

WHEREAS, the City and the CTA have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and

WHEREAS, on , the City Council adopted an ordinance (the "Authorizing Ordinance") authorizing the execution of this Agreement; and

WHEREAS, on , the Chicago Transit Board passed an ordinance (the "CTA Ordinance") authorizing the execution of this Agreement;

NOW, THEREFORE, in consideration ofthe mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS

The foregoing recitals are hereby incorporated into this Agreement by reference. SECTION

2. [intentionally omitted] SECTION 3. THE PROJECT

a) The parties acknowledge that the Project shall begin on and shall be completed not later than . Not less than 30 days prior to the above completion date, CTA shall notify DPD of any expected delay in the completion ofthe Project beyond that date and will provide a

powered by Legistar™

new expected completion date. Ifthe new expected completion date falls outside of the Term of the Agreement, prior DPD approval is required. Should CTA fail to notify DPD of an expected delay in completion, the City reserves the right to extend the completion date accordingly.

b) The CTA shall provide the City any plans and specifications pertaining to the Project that the City may reasonably request from time to time during the Term of this Agreement, and shall notify DPD of any significant changes to said plans.

c) The CTA hereby certifies that the Project have to date and shall continue to comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders as may be in effect at the time of the completion of the Project.

d) The CTA hereby certifies to the City that the City Funds, together with available CTA funds, shall be sufficient to complete the Project.

e) CTA shall make available to the City with a copy ofthe fully executed contract between

CTA and the prime contractor for the Project within 30 days after the contract has been signed by the Chairman of the Chicago Transit Board, or his or her designee.

(f) Within the body of the CTA's final Disbursement Request, on the form as set forth on Exhibit C hereto ("Disbursement Request"), the CTA agrees to certify to the City that the Project was completed in compliance with this Agreement and that all subcontractor retainage related to the Project has been paid out.

SECTION 4. FINANCING

a) CTA funds shall be used to pay all Project Costs.

b) City Funds shall be used only to reimburse the CTA for its costs of a portion of TIF-Eligible Costs that qualify as Project Costs incurred within the Area, contingent upon receipt by the City of documentation satisfactory in form and substance to DPD evidencing such costs. "TIF-Eligible Costs" means those costs ofthe Project which:(i) qualify as Redevelopment Project Costs as defined in the Act, (ii) are eligible costs under the Plans, and (iii) the City has agreed to pay for out of the City Funds, subject to the terms of this Agreement. The City agrees that Exhibit B hereto represents certain TIF-Eligible Costs for the Project and sets forth, by approximate line item amounts, the minimum amount of TIF-Eligible Costs the CTA plans to expend for the Project. The CTA may implement changes to the Project that cause variations in the line item amounts shown on Exhibit B, provided that all the changes qualify as TIF-Eligible Costs.

c) Subject to the terms and conditions of this Agreement, the City shall pay to the CTA an amount not to exceed $1,983,938 in City Funds ("Maximum City Funds") from Available Incremental Taxes to reimburse the CTA for its payment ofthe Project Costs.

The parties acknowledge that City Funds are intended as the gap financing for the cost of the Project, and that the CTA has carefully estimated the total cost thereof. The total estimated cost to complete the Project is $11,504,565. If the actual Project Costs are less than this budget, then the amount of City Funds that the City shall be liable to pay the CTA under this Agreement will be permanently reduced dollar-for-dollar. For example, if the actual final Project Costs are $11,404,565, the amount of City Funds payable under this Agreement shall be permanently reduced by $100,000, notwithstanding anything to the contrary in this Agreement.

If the actual Project Costs exceeds $11,504,565, then the CTA shall be solely responsible for such excess costs.

powered by Legistar™

d) "Available Incremental Taxes" means such 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 respective TIF Fund established to pay Redevelopment Project Costs and obligations incurred in the payment thereof, and which are not encumbered or pledged for the payment of Prior Obligations.

e) The City warrants that it has available and has segregated on the books ofthe City an amount of Available Incremental Taxes sufficient to pay the City Funds, and covenants that the Available Incremental Taxes will not be used for any purpose other than for payment as City Funds during the Term of this Agreement.

f) The City Funds being provided hereunder are being granted on a conditional basis, subject to the CTA's compliance with the provisions of this Agreement.

3

(g) The parties acknowledge that the CTA has not made any expenditures with respect to the Project for which the CTA will be seeking City Funds under this Agreement prior to the Effective Date hereof.

SECTION 5. PAYMENT

a) The CTA shall request the payment of the City Funds on a properly completed Disbursement Request, which the CTA may file with the City on a semi-annual (2x/year) basis following its incurrence of Redevelopment Project Costs. Prior to or simultaneous with the delivery of a Disbursement Request to the City, the CTA shall submit documentation substantiating its applicable incurrence of Redevelopment Project Costs (including TIF-Eligible Costs) to DPD.

b) Delivery by the CTA to DPD of a Disbursement Request hereunder shall, in addition to the items expressly set forth therein, constitute a certification to the City, as of the date of the Disbursement Request, that:

i) the total amount of the Disbursement Request represents the actual amount already incurred by the CTA for its own work or incurred by the CTA and owing to the general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project;

ii) the work being sought for reimbursement hereunder actually took place within the Area indicated on the Disbursement Request;

iii) the CTA has approved all work and materials for the Disbursement Request; and

iv) the work that is the subject of the Disbursement Request was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion.

c) Upon presentation of a Disbursement Request from the CTA, the City shall review it and its supplemental documentation for, among other things, evidence (including proof of CTA's expenditures) satisfactory in form and substance to DPD that the CTA incurred and paid TIF-Eligible Expenditures in an amount that equals or exceeds the amount of City Funds agreed to herein.

d) The City will pay CTA the requested amount of the City Funds not later than 90 days after DPD received the Disbursement Request; provided, however, that if DPD informs the CTA in writing (e.g., by email) within that 90-day period of any questions or comments it has about the Request or the supplemental

powered by Legistar™

documentation, such notice by DPD automatically extends the 90-day payment window to 90 days after DPD receives supplemental information satisfactory to DPD.

(e) The CTA will notify the City when the total project is complete.

SECTION 6. TERM

The term of this Agreement ("Term") shall commence on the Effective Date and shall expire on or on the date of termination of "this Agreement according to its terms, whichever occurs first.

4

SECTION 7. ENVIRONMENTAL MATTERS; SAFETY: INSPECTION

a) The City makes no covenant, representation or warranty as to the environmental condition of the Project or the suitability of the Project for any public rapid transit use whatsoever.

b) Nothing in this agreement will be deemed to make the City responsible for the safety and protection of the public in connection with the Project.

c) The City reserves the right to inspect the Project from time to time while it is being undertaken or after its completion.

SECTION 8. INSURANCE

The CTA is self-insured. During the term of this Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified in Exhibit D, attached hereto, concerning all operations related to this Agreement.

SECTION 9. EMPLOYMENT OBLIGATIONS

9.01 Employment Opportunity. CTA, on behalf of itself and its successors and assigns, hereby agrees, and shall contractually obligate its general contractors, subcontractors or any Affiliate of the CTA operating in connection with the Project (collectively, with CTA, the "Employers" and individually an "Employer") to agree, that for the Term of this Agreement with respect to CTA and during the period of any other party's provision of services to CTA in connection with the construction ofthe Project, to the extent not in conflict with CTA's procurement requirements or applicable federal and state law:

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 ("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

powered by Legistar™

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) As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of

5

Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Employer ensures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Employer receives Federal assistance awarded by the U.S. DOT or FTA.

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., and any subsequent amendments and regulations promulgated thereto.

d) Each Employer, in order to demonstrate compliance with the terms of this Section, 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 subparagraphs (a) through (d) in every contract entered into in connection with the Project, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any Affiliate undertaking any portion of the Project, so that each such provision shall be binding upon each contractor, subcontractor or Affiliate, as the case may be.

2 Construction Worker Hours. If the Project is funded in whole or in part with federal grant dollars, CTA will implement affirmative action requirements or goals for all Project that impose construction worker hours participation by utilization of minorities and women, respectively.

3 [intentionally omitted.]

4 CTA's DBE Commitment. The CTA agrees to require all contractors to comply with applicable DBE requirements provided in the contracts related to the Project.

SECTION 10. INDEMNIFICATION

Except for the City's own negligence or wrongful acts, the CTA shall release, indemnify and hold harmless, to the maximum extent permitted by law, the City and its officials, employees and agents (the "City Indemnitees") from and against any and all claims, suits, liabilities, losses and damages, including court costs and attorneys' fees and expenses incidental thereto, of whatever nature, arising out of or in connection with the CTA's construction of the Project, and any failure of performance or negligent or wrongful performance by the CTA, or any contractor or subcontractor for the CTA, and their respective officers, agents or employees, in connection with the Project, including, but not limited to, claims for damage to property, and/or injury to or death of any person or persons.

SECTION 11. NOTICES

powered by Legistar™

(a) All notices and demands by the CTA to the City shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the City as specified below, or to such other address as the City

6

may from time to time designate by notice to the CTA hereunder:

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-9476
(312) 744-2271 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312)744-0200
(312) 744-8538 (Fax)

(b) All notices and demands by the City to the CTA shall be in writing and shall be delivered personally or sent by United States mail or reputable overnight or same day courier service, postage prepaid, addressed to the CTA as specified below, or to such other address as the CTA may from time to time designate by notice to the City hereunder:

To the CTA: President
Chicago Transit Authority 567 W. Lake
Street Chicago, IL 60661 (312) 681-5000
(312) 681-5005 (Fax)

With copies to: General Counsel
Chicago Transit Authority 567 W. Lake
Street Chicago, IL 60661 (312) 681-2900

SECTION 12. GENERAL PROVISIONS

a) This Agreement constitutes the entire understanding of the parties with respect to the Improvements and the payment ofthe City Funds, and no representations or promises have been made that are not fully set forth herein. The parties understand and agree that no modification of this Agreement shall be binding unless duly accepted and executed by both parties in writing.

b) This Agreement will be governed in all respects in accordance with the laws of the State of Illinois. A court located in Chicago, Illinois, will hear any disputes which arise hereunder.

c) Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions of this Agreement. Words of any gender will be deemed and

construed to include correlative words of the other genders. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms of this Agreement.

(d) The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

(e) This Agreement may be executed in one or more counterparts, and all such counterparts will constitute one and the same Agreement.

[the remainder ofthis page is intentionally blank]

powered by Legistar™

IN WITNESS WHEREOF, the parties hereto have executed this Intergovernmental Agreement through their duly authorized representatives as of the date set forth at the beginning of this Agreement.

CITY OF CHICAGO, a municipal corporation, by and through its Department of Planning and Development

Maurice Cox, Commissioner

CHICAGO TRANSIT AUTHORITY, a municipal corporation

Lester Barclay, Chair

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof.

Attorney

powered by Legistar™

9

Exhibit A (to IGA) PROJECT

The scope of work includes painting, lighting, and upgrading signage and repairs to the canopy and relocation of an exit-only staircase for the 43rd Street Green Line station.

10

The total Project cost is $11,504,565.

Exhibit B (to IGA) PROJECT BUDGET

Sources	Amount
5337 SOGR Federal Formula Funds	$3,696,062
Rebuild Illinois Capital Funds	$6,320,000

powered by Legistar™

47th/King Drive TIF	$1,983,938
Total	$11,504,565

Uses	Project	TIF Amount
Design Build Contract	$7,507,590	$1,294,669
Professional Services, Design and Construction Support	$2,186,462	$377,050
Contingency	$1,810,513	$312,219
Total	**$11,504,565**	**$1,983,938**

Exhibit C (to IGA)

Disbursement Requisition Form

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The Chicago Transit Authority (the "CTA"), hereby certifies that with respect to that certain 43rd Street Green Line Station Improvements Intergovernmental Agreement between the CTA and the City of Chicago dated as of , 2022 (the "Agreement"):

A. Expenditures (final cost) for the Project have been made in the total amount of:

$

B. This paragraph B sets forth and is a true and complete statement of all costs of TIF-Eligible Costs for the Project expended by the CTA and reimbursed by the City to date:

- for work undertaken within the 47th/King Area: $ [$0.001

C. The CTA requests reimbursement for the following costs of TIF-Eligible Costs:

- for work undertaken within the 47th/King Area: $ [$0.001

D. None of the costs referenced in paragraph C above has previously been reimbursed by the City.

E. The CTA hereby certifies to the City that, as of the date hereof:

i) the total amount of the disbursement request herein represents the actual amount already expended by the CTA for its own work or paid by the CTA to the general contractor(s), subcontractors or other parties who have performed work on or otherwise provided goods or services in connection with the Project;

ii) the work being sought for reimbursement hereunder actually took place within the Area or Areas indicated above;

iii) the CTA has approved all work and materials for the disbursement request;

iv) the work that is the subject of the disbursement request herein was performed in accordance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders at the time of its completion;

v) the representations and warranties contained in the Agreement, including, but not limited to, the Employment Obligations of Section 9 ofthe Agreement, are true and correct and the CTA is in compliance with all applicable covenants contained therein; and

(vi) Check this box if this is the CTA's final Disbursement Request:

The CTA hereby certifies to the City that the Project was completed in compliance with this Agreement and that all subcontractor retainage related to the Project has been paid out.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Transit Authority, an Illinois municipal corporation

By:
Name Title:

Subscribed and sworn before me this day of

My commission expires:

powered by Legistar™

13

EXHIBIT D (to IGA)

INSURANCE

The CTA is self-insured. During the term ofthis Agreement, the CTA shall provide and maintain, at the CTA's own expense, or cause to be provided, insurance or self-insurance equivalent to the coverages and requirements specified below concerning all operations related to this Agreement.

a) Prior to execution and delivery of this Agreement

i) 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 $500,000 each accident, illness or disease.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $1,000,000 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 (with no limitation endorsement). 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.

b) Construction. Prior to the construction of any portion of the Project, CTA will cause its architects,

powered by Legistar™

contractors, subcontractors, project managers and other parties constructing the Project to procure and maintain the following kinds and amounts of insurance:

i) 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.

ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than $5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (with oo limitation endorsement). 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.

iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Automobile Liability Insurance with limits of not less than $2,000,000

14

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.

iv) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, Contractor must provide with respect to the operations to be performed, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than $2,000,000 per occurrence and $6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

v) All Risk /Builders Risk

When CTA undertakes any construction, including improvements, betterments, and/or repairs, CTA must provide or cause to be provided All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. The City of Chicago is to be named as an additional insured and loss payee/mortgagee if applicable.

vi) 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. 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.

vii) Valuable Papers

powered by Legistar™

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.

viii) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, CTA must cause remediation contractor to provide Contractor Pollution Liability covering bodily injury, property damage and other losses caused by pollution conditions that arise from the contract scope of work 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 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.

(c) Other Requirements: CTA must furnish the City of Chicago, Department of Planning and Development, City Hall, Room 1000, 121 North LaSalle Street 60602,

15

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 ofthe Agreement. CTA must submit evidence of insurance on an Insurance Certificate Form or 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 CTA is not a waiver by the City of any requirements for CTA to obtain and maintain the specified coverages. CTA shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve CTA 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 stop work and/or terminate agreement until proper evidence of insurance is provided.

The insurance 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 CTA and Contractors.

CTA 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 CTA in no way limit CTA'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 CTA 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 CTA is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

powered by Legistar™

CTA must require Contractor and subcontractors to provide the insurance required herein, or CTA may provide the coverages for Contractor and subcontractors. All Contractors and subcontractors are subject to the same insurance requirements of CTA unless otherwise specified in this Agreement.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

powered by Legistar™