Legislation Details (With Text)

File #:	O2022-3578		
Type:	Ordinance	**Status:**	Passed
File created:	10/26/2022	**In control:**	City Council
		Final action:	11/16/2022
Title:	Intergovernmental permit license agreement between Metropolitan Water Reclamation District of Greater Chicago, Chicago Department of Public Health and Discovery Partners Institute at University of Illinois for wastewater testing of COVID-19 virus and other pathogens at intercepting sewer systems on District's North Side, Southwest Side and Calumet sites		
Sponsors:	Lightfoot, Lori E.		
Indexes:	Intergovernmental		
Attachments:	1. O2022-3578.pdf		

Date	Ver.	Action By	Action	Result
11/16/2022	1	City Council	Passed	Pass
11/15/2022	1	Committee on Housing and Real Estate	Recommended to Pass	
10/26/2022	1	City Council	Referred	

OFFICE OF THE MAYOR

CITY OF CHICAGO

LORI E. LIGHTFOOT MAYOR

October 26. 2022

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

Ladies and Gentlemen:

At the request ofthe Commissioner of Public Health, 1 transmit herewith an ordinance authorizing the execution of an access agreement with the Metropolitan Water Reclamation District of Greater Chicago for wastewater testing.

Your favorable consideration ofthis ordinance will be appreciated.

Very truly yours. Mayor

ORDINANCE

WHEREAS, the City of Chicago ("Citv") is a home rule unit of government by virtue ofthe provisions ofthe Constitution ofthe State of Illinois of 1970 and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago (the "District") is a body corporate and politic organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois, authorizes state and local governing bodies to cooperate in the performance of their responsibilities by contracts and other agreements; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., similarly authorizes public agencies, including units of local government and school districts, to contract with one another to perform any governmental service, activity or undertaking; and

WHEREAS, the Chicago Department of Public Health ("CDPH") and its partners at the Discovery Partners Institute of the University of Illinois have designed a wastewater surveillance program to monitor the transmission of the virus that causes COVID-19 and other pathogens of public health concern; and

WHEREAS, CDPH has requested access to certain District facilities in order to expand its wastewater testing and surveillance project for COVID-19 and other infectious diseases; and

WHEREAS, on August 11, 2022, the Board of Commissioners ofthe District authorized the District to issue a 4-year Confined Space Entry Permit to CDPH to access the District's North Side Intercepting Sewer System, Southwest Side Intercepting Sewer System, and Calumet Intercepting Sewer System, to install, maintain, monitor and remove sampling devices to collect wastewater samples to monitor the transmission of the COVID-19 virus and other pathogens of public health concern; and

WHEREAS, through sampling at these three District sites, CDPH will increase the proportion of Chicago's population covered by its wastewater surveillance project from 26% to 46% (from 692,000 people now to roughly 1.25 million); now therefore,

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

SECTION 1. The forgoing recitals are hereby incorporated herein and adopted as the findings of the City Council.

SECTION 2. The Commissioner of CDPH (the "Commissioner"), or a designee of the Commissioner, is each hereby authorized to execute, subject to the approval of the Corporation Counsel as to form and legality, the Confined Space Entry Permit in substantially the form attached hereto as Exhibit A, the Release and Indemnity in substantially the form attached hereto as Exhibit B, and any other documents as may be necessary to effectuate the transaction described herein.

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

SECTION 4. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. This ordinance shall take effect immediately upon its passage and approval.

City of Chicago Dept. of Public Health Wastewater Testing REV. 08/11/22 File No. 22-MZ-019

CONFINED SPACE ENTRY PERMIT

THIS PERMIT, made this 11th day of August, 2022, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic, organized and existing under the laws of the State of Illinois, hereinafter called "District," and the CITY OF CHICAGO, a municipal corporation organized and existing under the laws of the State of Illinois, acting by and through its DEPARTMENT OF PUBLIC HEALTH, hereinafter called "Permittee."

ARTICLE ONE

1 The District, for and in consideration of the payment of the permit fees hereinafter set forth, hereby issues to Permittee a permit and license to use the following described real estate situated in the County of Cook, State of Illinois, for the sole and exclusive purpose of confined space entry upon or into sewers, chambers, conduits, shafts, tunnels, structures or other facilities or installations of the District, specifically three of the District's Intercepting Sewer Systems- the District's North Side Intercepting Sewer System, the Southwest Side Intercepting Sewer System, and the Calumet Intercepting Sewer System, all in Chicago, Illinois ("Permit Premises") forthe purpose of installing sampling equipment within three District manholes: 1) North Side 5 Intercepting Sewer, manhole located in Ronan Park; 2) Southwest Side Intercepting Sewer, manhole located north of Pershing and west of Loomis; and 3) Calumet Intercepting Sewer, manhole located at 122nd and Indiana to collect wastewater samples as part of Permittee's wastewater surveillance project for pathogens of public health concern; and for no other purpose whatsoever. (For a pictorial representation ofthe Permit Premises, see Exhibit A attached hereto and made a part hereof).

2 This Permit shall be effective for a four-year period from the 11th day of August, 2022 to the 10th day of August, 2026, at which time Permittee shall vacate said premises and remove Permittee's effects therefrom at Permittee's cost, unless said Permit shall be terminated sooner by virtue ofthe provisions hereinafter provided.

ARTICLE TWO

2.01 This Permit is issued in consideration of the payment of TEN AND NO/100 DOLLARS ($10.00) by Permittee to the District, and other good and sufficient consideration, the receipt of which is hereby acknowledged.

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ARTICLE THREE

3.01 Permittee agrees and specifically understands that this Permit is confined solely to the non-exclusive privilege to Permittee, its employees, its contractors and its agents to enter in and/or upon the premises and facilities set forth in Article One, and no other; that the authority and permission herein given does not thereby grant unto Permittee any interest or estate in the said lands or facilities of the District, and that the

District retains dominion, possession and control of same, including access thereto at all times.

2 Permittee further agrees and specifically understands that the District shall have the right to enter upon the premises and facilities herein described for the purpose of making such surveys, soil borings, inspections or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

3 The District shall not be liable for any loss, cost or damage to Permittee by reason of the exercise of the right to make such surveys, soil borings, inspections or other purposes as may be deemed necessary by the District in the furtherance of its corporate purpose.

ARTICLE FOUR

1 The District hereby reserves the right to terminate this Permit upon giving thirty (30) days' notice, in writing, of such termination to Permittee, and thereupon Permittee shall vacate said premises and remove its effects therefrom and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

2 In the event Permittee uses or allows the premises to be used for any illegal or immoral purposes, or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the District upon giving ten (10) days' notice, in writing, to Permittee, and thereupon Permittee shall forthwith vacate said premises and remove Permittee's effects therefrom, and restore the premises to the condition existing prior to Permittee's entry thereon, at Permittee's cost.

3 The District shall not be liable to Permittee for any loss, cost or damage incurred by Permittee by reason of the exercise of the right of the District to cancel this Permit.

ARTICLE FIVE

5.01 Permittee shall be solely responsible for and shall defend, indemnify, keep and save harmless the District, its Commissioners, officers, agents and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in any wise accrue, directly or indirectly, against the District, its Commissioners, officers, agents or employees, in consequence of granting of this Permit, or which may in anywise result therefrom or from any work done hereunder, whether or not it shall be alleged or determined that the act was caused through negligence or omission of Permittee, or Permittee's employees, or of any contractor or subcontractor, or their employees, if any, and Permittee shall, at Permittee's sole expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the District, its Commissioners, officers, agents or employees, in any such action Permittee shall, at Permittee's sole expense, satisfy and

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discharge the same.

5.02 (a) Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is issued, shall cause its Contractor(s) to procure, maintain and keep in force, at the Contractor(s)'s expense, public liability and property damage insurance in which the District, its Commissioners, officers,

agents and employees, are a named insured, as well as fire and extended coverage, and all-risk property insurance in which the District is named loss payee, from a company to be approved by the District, each afore-referenced ["CLAIMS MADE" policies are unacceptable):

A. COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability Property Damage Liability in the Amount of Not Less Than $4,000,000.00 per Occurrence

B. ALL RISK PROPERTY INSURANCE

In the Amount of Not Less Than $4,000,000.00 per Occurrence

INCLUDING

An Amount Not Less Than the Replacement Cost of Improvements Located on the Premises

C. WORKER'S COMPENSATION INSURANCE

Statutory Amount

D. EMPLOYER'S LIABILITY INSURANCE

In the Amount of Not Less Than $2,000,000.00 Per Occurrence

Prior to entering upon said Permit Premises, Permittee shall cause its Contractor(s) to furnish to the District certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. Upon District's written request, Permittee shall provide District with copies of the actual insurance policies within ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the Permit Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to the District. The provisions of this paragraph shall in no wise limit the liability of Permittee as set forth in the provisions of paragraph 5.01 above; or

5.02(b) Permittee, prior to entering upon said premises and using the same for the purposes for which this Permit is granted, shall prepare and transmit to the District an acknowledged statement that Permittee is a self-insurer, and that it undertakes and promises to insure the District, its Commissioners, officers, agents servants and employees on account of risks and liabilities contemplated by the indemnity provisions of paragraph 5.01 above; and that such statement is issued in lieu of policies of insurance or certificates of insurance in which the District, its Commissioners, officers, agents, servants and employees would be a named or additional insured, and that it has funds available to cover those liabilities in the respective amounts therefor, as set forth above.

This statement shall be signed by such officer or agent of Permittee having sufficient knowledge ofthe fiscal structure and financial status of Permittee to make such a statement on behalf of Permittee and undertake to assume the financial risk on behalf of Permittee and will be subject to the approval ofthe District.

5.03 Permittee expressly understands and agrees that any insurance protection or bond required by this Permit, or otherwise provided by Permittee, shall in no way limit the responsibility to defend, indemnify, keep and save harmless the District, as hereinabove provided.

ARTICLE SIX

6.01 Permittee also agrees that if the District incurs any additional expense for additional work which the District would not have had to incur if this Permit had not been executed, then, in that event Permittee agrees to pay to the District such additional expense as determined by the Executive Director of the District, or his designee, promptly upon rendition of bills therefor to Permittee.

ARTICLE SEVEN

1 It is understood and agreed by and between the parties hereto that Permittee shall not erect any structure of any type or kind upon said premises except with the consent, in writing, ofthe Executive Director ofthe District, or his designee, first had and obtained.

2 To the extent applicable, Permittee, prior to entering upon said premises and using the same for purposes for which this Permit is granted, shall, at Permittee's sole cost and expense, obtain all permits, consents and licenses which may be required under any and all statutes, laws, ordinances and regulations ofthe District, the United States of America, the State of Illinois, the County, or the city, village, town or municipality in which the subject property is located, and furnish to the District suitable evidence thereof.

3 Permittee covenants and agrees not to maintain any nuisance on the Permit premises which shall be in any manner injurious to the health and comfort of persons residing or being in the vicinity of said premises, and Permittee further covenants and agrees to keep the Permit premises in a clean and sanitary condition.

4 Permittee covenants and agrees that it shall strictly comply with any and all statues, laws, ordinances and regulations of the District, the United States of America, the State of Illinois, the County and the city, village, town or municipality in which the subject property is located, which in any manner affect this Permit, any work done hereunder, or control or limit in any way the actions of Permittee, its agents, servants and employees, or of any contractor or subcontractor of Permittee, or their employees.

5 Permittee covenants and agrees that, on or before the termination date of this Permit, Permittee shall remove, or cause to be removed, any and all debris on the premises described in this Permit, and any and all equipment, facilities, or other things erected or placed upon said premises, and will yield up said premises to the District in as good condition as when the same was entered upon by Permittee. Upon Permittee's failure so to do, the District may do so at the sole expense and cost of Permittee.

ARTICLE EIGHT

1 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to the District in care of the Executive Director, 100 East Erie Street, Chicago, Illinois 60611, or to Permittee, in care of:

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Name.

Title:

City of Chicago Department of Public Health (CDPH) Address:

1340 S Damen Ave.

Chicago IL 60608

Phone:

Email:

or such other person(s) or address(es) as either party may, from time to time, designate in writing.

2 In the event that Permittee hereinabove contemplated shall consist of two or more parties, each and every party shall be jointly and severally liable for the faithful and complete performance of each and every provision of this Permit.

3 Permittee expressly acknowledges that the District has made no representations or warranties, express or implied, as to the adequacy, fitness or condition of permit premises, or the improvements upon the permit premises. Permittee accepts the permit premises and the improvements thereon, if any, "AS-IS" and "WITH ALL FAULTS". Permittee acknowledges that it has inspected the permit premises and has satisfied itself as to the adequacy, fitness and condition thereof.

ARTICLE NINE

CONFINED SPACE ACTIVITY SPECIAL CONDITIONS

9.01 This Permit is issued to allow Permittee access to "Confined Space", entry into which may be hazardous. Permittee, for itself and each officer, agent, principal, representative thereof whose entry into the described "Confined Space" is contemplated and permitted hereby, for himself/herself, his/her heirs, successors, executors, administrators and assigns, does hereby forever remise, release, exonerate and discharge the Metropolitan Water Reclamation District of Greater Chicago, its officers, officials, employees, servants, contractors and consultants on account of any death of, or any injury to, Permittee, or damage to, or destruction of, its personal property on account of Permittee's exercise of the privileges conferred hereby.

NOTE: THIS CONSTITUTES A FULL AND COMPLETE WAIVER AND RELEASE OF ANY AND ALL LIABILITY OF DISTRICT TO PERMITTEE ON ACCOUNT OF ACTIVITIES UNDERTAKEN PURSUANT TO THIS PERMIT.

2 Permittee shall comply with all applicable statutes, laws, rules, ordinances and regulations, relating to confined space entry procedures and this Confined Space Entry Permit.

3 Permittee will furnish all operational and safety equipment required for confined space entry at its own expense.

ARTICLE TEN

1 At least 5 days prior to commencing any work upon or within the Permit Premises, Permittee and its contractors shall share their installation schedule and coordinate their activities under this Permit with Mr. Paul Sobanski, Collection System Section Supervisor, at (708) 588-4080 and SobanskiP@mwrd.org

<mailto:SobanskiP@mwrd.org> and Joseph Schuessler at SchuesslerJ@mwrd.org <mailto:SchuesslerJ@mwrd.org>.

2 At least 24 hours prior to commencing any work upon or within the Permit Premises, Permittee and, individually and separately, any and all of its officers, agents or employees, servants, contractors and consultants whose entry into the described "Confined Space" is contemplated and permitted hereby, for himself/herself, his/her heirs, successors, executors, administrators and assigns, shall execute and deliver to Margarett Zilligen, Senior Attorney, of the District's Law Department, a RELEASE AND INDEMNITY CONFINED SPACE ENTRY FORM, which is attached hereto and made a part hereof as Exhibit B.

3 It is understood and agreed by and between the parties hereto that any invasive procedures of any type or kind upon or within the Permit Premises will require the specific approval, in writing, of the District's Director Engineering (or her designee), first had and obtained.

4 Once installation is complete, all data obtained through the sampling will be shared with the District by emailing all reports to Heng Zhang, Assistant Director of Monitoring and Research ("M&R") at ZhangH@mwrd.org <mailto:ZhangH@mwrd.org>.

5 Permittee and its contractor must immediately notify the District if they observe damage to the District's infrastructure and manholes before construction starts.

6 Permittee and its contractor must immediately notify the District if their construction activities damage the District's infrastructure and manholes and restore, repair and replace (to the District's satisfaction and at no cost to the District) any damage to District infrastructure caused by their access or activities.

7 No manhole, access hatch, or other District access point within the project area shall be covered or buried, nor shall any construction storage areas for materials and equipment be near or on top of District infrastructure.

8 Permittee and its contractor must ensure that no material falls into District manholes or sewers, if it does, it must be cleaned and removed promptly.

9 All District facilities must be protected and unobstructed, and District staff must have continuous 24-hour access.

10 Permittee and its contractors shall comply with all federal, state and local laws, rules and regulations related to the work and activities performed, especially the requirements and enforcement policies and standards established for the confined space entry permits by the Occupational Safety and Health Administration ("OSHA").

IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused these presents, including Riders and Exhibits, if any, to be duly executed, duly attested and their corporate seals to be hereunto affixed.

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

By: : :
Marcelino Garbia
Chairman of Committee on Finance

ATTEST:

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Jacqueline Torres, Clerk

CITY OF CHICAGO,
Department of Public Health (CDPH)

By:

Title:

ATTEST:

By:_ Title:

1

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

The undersigned, a Notary Public in and for said County, in the State aforesaid,

DOES HEREBY CERTIFY that
(name)
personally known to me to be the
(title)
of , a municipal corporation, and
(village/town/city)

, personally known to me to be
(name)
the , of said municipal corporation,
(title)

and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that

as such and

(title) (title)

of said corporation, duly executed said instrument in behalf of said municipal corporation and caused its corporate seal to be affixed thereto pursuant to authority given by the corporate authority of said municipal corporation, as its free and voluntary act and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , A.D. 2022

Notary Public

My Commission expires:

8

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Marcelino Garcia, personally known to me to be the Chairman of the Committee on Finance of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago, a body corporate and politic, and Jacqueline Torres, personally known to me to be the Clerk of said body corporate and politic, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Chairman ofthe Committee on Finance and such Clerk, they signed and delivered

the said instrument as Chairman ofthe Committee on Finance ofthe Board of Commissioners and Clerk of said body corporate and politic, and caused the corporate seal of said body corporate and politic to be affixed thereto, pursuant to authority given by the Board of Commissioners of said body corporate and politic, as their free and voluntary act and as the free and voluntary act and deed of said body corporate and politic, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this day of , A.D. 2022

Notary Public

My Commission expires:

9

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

powered by Legistar™

General Counsel APPROVED:

Executive Director

RECEIVED:

Fee

Insurance

Bond;

EXHIBIT B RELEASE AND

INDEMNITY CONFINED SPACE ENTRY

KNOW ALL MEN BY THESE PRESENTS that
(Employee's Name)

("RELEASOR"), of
(Address) (City, State, Zip)

being of lawful age, in consideration of being permitted to enter sewers, structures, conduits, shafts, tunnels, chases, manholes, vaults, and any other construction or facility owned or controlled by the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO ("DISTRICT"), and categorized by OSHA standards as ("PERMIT") ("NON-PERMIT") "CONFINED SPACE" for the purpose of installing sampling equipment within three District manholes: 1) North Side 5 Intercepting Sewer, manhole located in Ronan Park: 2) Southwest Side Intercepting Sewer, manhole located north of Pershing and west of Loomis: and 3) Calumet Intercepting Sewer, manhole located at 122nd and Indiana to collect wastewater samples as part of their wastewater surveillance project for pathogens of public health concern during the four-year permit term from the 11th day of August, 2022 to the 10th day of August, 2026, does for RELEASOR and RELEASOR'S heirs, executors, administrators, personal representatives, successors and assigns REMISE, RELEASE and FOREVER DISCHARGE the DISTRICT, its Commissioners, officers, agents and employees of and from any and all claims, causes of action, chases in action, losses, injuries, damages or liabilities, which may have in anywise accrued in favor of RELEASOR and against the DISTRICT on account of RELEASOR'S presence on DISTRICT real estate and/or entry into, activity within or exit from any and all CONFINED SPACES owned or controlled by the DISTRICT.

RELEASOR acknowledges and understands that entry into such confined space may be dangerous and the environment within said CONFINED SPACE may be hazardous. RELEASOR acknowledges that DISTRICT has disclosed all known facts regarding the conditions within said CONFINED SPACE and RELEASOR accepts the condition of said CONFINED SPACE, "AS-IS", "AS-FOUND" and "WITH ALL FAULTS".

RELEASOR further acknowledges that it has been advised of all regulations, rules and conditions by which RELEASOR must abide in order to gain permitted access to said CONFINED SPACE and that it has fully completed and tendered to the District the CONFINED SPACE ENTRY AUTHORIZATION FORM attached hereto.

RELEASOR acknowledges that all equipment used by RELEASOR during entry into, presence in and exit from CONFINED SPACE is owned or lawfully possessed by RELEASOR, that same is fully serviceable and in good working order, in full compliance with all applicable laws, orders, regulations, statutes, codes or any guidances of any governmental body having jurisdiction over the CONFINED SPACE, RELEASOR, the DISTRICT of RELEASOR'S activity therein. As further consideration for being granted access to the aforesaid CONFINED SPACE, RELEASOR acknowledges and agrees that RELEASOR will comply with all safety orders, or directions, written or verbal, given by

DISTRICT personnel while RELEASOR is in and about the CONFINED SPACE, without question. Failure to comply with any such order or direction will result in RELEASOR'S expulsion from the CONFINED SPACE and all DISTRICT property.

In further consideration of the District's granting RELEASOR permission to enter upon its property, including, but not limited to, the aforesaid CONFINED SPACES, RELEASOR for RELEASOR and RELEASOR'S heirs, executors, administrators, personal representatives, successors and assigns, agrees to defend, indemnify, keep and save harmless the DISTRICT, its Commissioners, officers, agents, and employees, against all injuries, deaths, losses, damages, claims, patent claims, liens, suits, liabilities, judgments, costs and expenses which may in anywise accrue, directly or indirectly, against the DISTRICT, its Commissioners, officers, agents or employees, in consequence of the granting of the aforesaid permission, or which may in anywise result therefrom or from any work done thereunder, whether or not shall be alleged or determined that the act was caused through negligence or omission of the RELEASOR or RELEASOR'S employees, or of any contractor or subcontractor, or their employees, if any, and the RELEASOR shall, at the RELEASOR'S sole expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the DISTRICT, its Commissioners, officers, agents or employees, in any such action the RELEASOR shall, at RELEASOR'S sole expense, satisfy and discharge the same.

In further consideration of DISTRICT granting RELEASOR access to the aforesaid CONFINED SPACE, RELEASOR agrees that, prior to entering upon said real estate or entering the CONFINED SPACE, it will procure, maintain and keep in force, at RELEASOR'S expense, public liability and property damage insurance in which the DISTRICT, its Commissioners, officers, agents and employees, are a named insured, and all-risk property insurance in which the DISTRICT is named loss payee from a company to be approved by the DISTRICT, each policy to have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY

Combined Single Limit Bodily Injury Liability
Property Damage Liability in the amount of not less than
$4,000,000.00 per Occurrence

ALL RISK PROPERTY INSURANCE in the amount of not less than $4,000,000.00 per Occurrence

INCLUDING An Amount Not Less Than the Replacement Cost of Improvements Located on the Premises

WORKER'S COMPENSATION INSURANCE Statutory Amount

EMPLOYER'S LIABILITY INSURANCE In the Amount of $2,000,000.00 Per Occurrence

Prior to entering upon said CONFINED SPACE, the RELEASOR shall furnish the DISTRICT certificates of such insurance or other suitable evidence that insurance coverage has been procured and is maintained in full force and effect. Upon DISTRICT'S written request, RELEASOR shall provide DISTRICT with copies of the actual insurance policies within

ten (10) days of District's request for same. Such certificates and insurance policies shall clearly identify the affected real estate and CONFINED SPACE and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance carrier to the District. The provisions of this paragraph shall in no wise limit the liability of the RELEASOR to defend, indemnify and hold harmless the DISTRICT, as set forth above.

WITNESS my hand seal this day of , 2022.

(RELEASOR)
(Corporation Name)

By: :
An officer duly authorized should sign and attach corporate seal

(RELEASOR)
(Employee's Name) (Employee's Title)

RELEASOR'S EMPLOYER, SHALL PROCURE, MAINTAIN AND KEEP IN FORCE, AT RELEASOR'S EMPLOYER'S EXPENSE THE AFORESAID PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE UNDER SUCH TERMS AND CONDITIONS AS REQUIRED BY THIS RELEASE.

STATE OF ILLINOIS COUNTY OF COOK

I,
(Name)
in the State aforesaid, DO HEREBY CERTIFY that
personally known to me to be the_

of
(Corporation Name),
personally known to me to be the

of said corporation are the same persons
(Corporation Officer's Title) whose names are subscribed to the foregoing
instrument, appeared before me this

day in person and severally acknowledged that as such
(Title)

and

_of said corporation,

(Title)

duly executed said instrument on behalf of said corporation and caused the corporate seal of said corporation to be affixed thereto pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this.

My Commission expires:

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