



Office of the City Clerk

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Legislation Text

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OFFICE OF THE MAYOR

CITY OF CHICAGO

RAHM EMANUEL
MAYOR

September 24, 2015

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

Ladies and Gentlemen:

At the request of the Commissioner of Transportation, I transmit herewith an ordinance authorizing agreements and associated land transactions regarding vehicular and pedestrian bridges over railroad tracks.

Your favorable consideration of this ordinance will be appreciated.

Mayor

Very truly yours,

ORDINANCE

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

WHEREAS, pursuant to the Biannual Bridge Inspection Program, the Chicago Department of Transportation ("CDOT") has been inspecting, and making needed capital repairs to and reconstructing bridges, including those owned by the Chicago Park District ("Park District"); and .

WHEREAS, in 2003, CDOT completed the Lakefront Access Study, a comprehensive study of access to the Chicago Lakefront which included a recommendation that the City should improve pedestrian and vehicular crossings over and under the rights of way of both the Commuter Rail Division of the Regional Transportation Authority ("Metra") and the Illinois Central Railroad Company ("ICR"), and crossings over and under Lake Shore Drive.

WHEREAS, in response to these recommendations, CDOT has proposed a series of projects to provide needed repairs to and reconstruction of existing bridges as, well as construction of new bridges, in order to improve and enhance vehicular and pedestrian access to the south Lakefront ("Project"); and

WHEREAS, the Project includes a) the reconstruction of vehicular bridges over the Metra and ICR rights of way at both East 31st Street and East Oakwood Boulevard; b) the reconstruction and replacement of pedestrian bridges over the Metra and ICR rights of way and over Lake Shore Drive, located at East 35th Street and East 43rd Street that are owned by the Park District (the "CPD Pedestrian Bridges"); and c) the construction of a new pedestrian bridge at East 41st Street over the Metra and ICR rights of way and over Lake Shore Drive; and

WHEREAS, CDOT has identified funding for the project consisting of 80% Federal funds and 20% State funds; and

WHEREAS, in order to reconstruct the vehicular bridges at 31st Street and Oakwood Boulevard, City will negotiate with ICR and Metra to amend those existing easement rights to authorize a) replacement of the bridge at Oakwood Boulevard in the properties legally described in Exhibit A-1 which is attached and incorporated ("Oakwood Boulevard Parcels") and b) replacement of the bridge at 31st Street in the properties depicted in Exhibit A-2 which is attached and incorporated, and which parcels will be confirmed by survey approved by the Commissioner of Transportation ("31st Street Parcels")(the 31st Street Parcels and the Oakwood Boulevard Parcels are known as the "Vehicular Bridge Parcels"); and

WHEREAS, under the policies and practices of the Biannual Bridge Inspection Program, upon the City's completion of the repairs to and reconstruction of the CPD Pedestrian Bridges, the City shall take over ownership of those CPD Pedestrian Bridges from the Park District, conditioned upon the City and Park District entering into

appropriate maintenance agreements allocating maintenance responsibilities between themselves; and

WHEREAS, to effect such ownership transfer, the Park District will assign its existing easement rights over the rights of way of the ICR and Metra at 35th and 43rd Streets; and

WHEREAS, in accordance with such policies and practices, CDOT and the Park District have agreed

to allocate maintenance responsibilities for such reconstructed CPD Pedestrian Bridges and a new bridge to be constructed at 41st Street (the "New 41st Street Bridge"), such that the City will undertake all capital repairs of the CPD Pedestrian Bridges and the New 41st Street Bridge and the Park District will perform day to day and routine (non-capital) maintenance of the CPD Pedestrian Bridges and the New 41st Street Bridge; and

WHEREAS, the City has already entered into agreements with ICR and Metra to authorize reconstruction of the 35th Street CPD Pedestrian Bridge, including a grant of easement in properties needed for such bridge (such properties referred to herein as the "35th Street Parcels"), as authorized by ordinance approved by City Council on September 8, 2011 (C.J. pp. 7292 - 7344); and

WHEREAS, CDOT proposes that the City enter into similar agreements with ICR and Metra to amend the existing easement rights at 43rd Street CPD Pedestrian Bridge to authorize the proposed reconstruction of the 43rd Street CPD Pedestrian Bridge at that location, as well as providing for the construction and maintenance of the New 41st Street Bridge; and

WHEREAS, properties needed for the New 41st Street Bridge are legally described in Exhibit B-1 which is attached and incorporated, and which parcels will be confirmed by survey approved by the Commissioner of Transportation (such properties referred to herein as the "41st Street Parcels"), and the properties needed for the 43rd Street CPD Pedestrian Bridge are depicted in Exhibit B-2 which is attached and incorporated, and which parcels will be confirmed by survey approved by the Commissioner of Transportation ("43rd Street Parcels")(the 35th Street Parcels, 41st Street Parcels and 43rd Street Parcels are together known as the "Pedestrian Bridge Parcels"); and

WHEREAS, the City Council of the City finds that it is useful, necessary and advantageous for the City to acquire permanent easements or other property interests in the Vehicular Bridge Parcels and the Pedestrian Bridge Parcels for purposes of the Project as herein described; and

WHEREAS, the City Council of the City has determined that the acquisition of the easements for the Project is useful, desirable and necessary for a public purpose, including public ownership and use of the new and reconstructed bridges by the City and the public; now, therefore,

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

SECTION 1. The foregoing recitals, findings and statements of fact are hereby adopted as the findings of the City Council.

SECTION 2. The Commissioner of the Department of Transportation ("Commissioner"), or her designee, is hereby authorized to execute an Easement and Assignment Agreement for Lakefront Bridge Projects with the Chicago Park District, in substantially the form which is attached hereto and incorporated in this ordinance as Exhibit C, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 3. It is hereby determined, declared and found that it is useful, desirable and necessary that the City of Chicago acquire permanent easements or other property interests in the Vehicular Bridge Parcels and the Pedestrian Bridge Parcels ("Property Interests") for the municipal purpose of providing the construction or reconstruction of the bridges at 31st Street, 35th Street, Oakwood Boulevard, 41st Street and 43

rd Street, or for any other lawful municipal purpose.

SECTION 4. The Corporation Counsel is hereby authorized to negotiate, on behalf of the City, the acquisition of the Property Interests with the respective owner(s) of the Property Interests ("Owner").

SECTION 5. If the Corporation Counsel is able to agree with any Owner upon the price to be paid for the Owner's Property Interests, or a portion thereof ("Purchase Price"), then the Corporation Counsel is authorized to purchase the respective Property Interests, or a portion thereof, in the name of and on behalf of the City of Chicago for the Purchase Price with the Purchase Price to be paid out of any legally available funds of the City, including, without limitation, proceeds of any grants or other funds received by the City. For purposes of the preceding sentence, the Purchase Price may consist of the release or conveyance to an Owner, or the amendment of existing easements and rights of way by agreement with an Owner, but only to the extent that the easements and rights of way to be released, conveyed or amended were acquired for the use and maintenance of the existing bridges and the Commissioner determines that such easements and rights of way to be released, conveyed or amended will not be needed for the construction, use or maintenance of the new bridges in the Project. Such easements and right of way shall include those assigned to City by the Park District pursuant to the Easement and Assignment Agreement for Lakefront Bridge Projects authorized in Section 2 above. The Commissioner is hereby authorized to complete such releases, conveyances and amendments of such easements and right of way, subject to the approval of the Corporation Counsel as to form and legality.

SECTION 6. If the Corporation Counsel is unable to agree with the respective Property Interest Owner as to the Purchase Price, or if the respective Property Interest Owners is unable to convey clear title to such Property Interest, or interests therein, or if the respective Property Interest Owner cannot be found, then the Corporation Counsel may institute and prosecute condemnation proceedings in the name of and on behalf of the City for the purpose of acquiring the respective Property Interest, or a portion thereof or interests therein, under the City's power of eminent domain.

SECTION 7. The Commissioner or her designee is authorized to execute such documents or any amendments thereto as may be necessary or appropriate to implement the provisions of this ordinance, subject to the approval of the Corporation Counsel. Such documents shall include but not be limited to a construction agreement with any Owner

that is a railroad, to the extent such construction agreement is necessary or appropriate to address issues related to the acquisition of any portion of the Property Interests from such Owner, and the construction of the Project on or adjacent to the Owner's remaining property including issues related to plan review and approval, adjustment of railroad facilities and utilities, rights of entry, construction coordination including flagging, insurance, indemnification, mutual construction, operation and maintenance indemnities, reimbursement of railroad for flagging and construction costs, maintenance of facilities and property, records, audits and other related matters.

SECTION 8. If any provision of this ordinance shall be held to be invalid or unenforceable for any reason, the validity or enforceability of any of the other provisions of this ordinance shall not be affected by such holding.

SECTION 9. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 10. This ordinance shall take effect upon its passage and approval.

Exhibit A-I Oakwood Boulevard Parcels

Route County Job No. Parcel Sta.
Oakwood Bridge over METRA RR Cook

1

Index No.

That part of the Illinois Central Gulf Railroad Company Property according to Document number 87233821, recorded on April 30th, 1987 lying above an horizontal plane at an elevation of 34.47 feet based on Chicago City Datum, adjoining an existing 80 feet wide Easement as described in a City of Chicago Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of said Illinois Central Gulf Railroad Company, also being the westerly right of way of line the Commuter Division of the Regional Transit Authority according to said Document (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of said Illinois Central Gulf Railroad, also being the easterly line of said Commuter Division of the Regional Transit Authority, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows;

Beginning at the intersection of said Line "A" with said south right of way line of Oakwood Boulevard, also being said south line of an existing Easement; thence on an Illinois State Plane Coordinate System, NAD 83, East Zone bearing of North 59 degrees 43 minutes 07 seconds East along the north line of said existing Easement, 127.83 feet to the easterly right of way line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of said Illinois Central Gulf Railroad Company; thence South 30 degrees 14 minutes 35 seconds East along the last described course, 1.00 feet; thence South 59 degrees 43 minutes 07 seconds West, 104.84 feet; thence South 30 degrees 16 minutes 53 seconds East, 1.50 feet; thence South 59 degrees 43 minutes 07 seconds West, 22.00 feet to said Line "A"; thence North 30 degrees 18 minutes 33 seconds West along said Line "A", 2.50 feet to the Point of Beginning, all in Cook County, Illinois.

Said Parcel contains 161 square feet.

Route County Job No. Parcel Sta.
Oakwood Bridge over METRA RR Cook

IA

Index No.

That part of the Commuter Division of the Regional Transportation Authority property according to Document number 87233821, recorded on April 30th, 1987, lying below an horizontal plane at an elevation of 34.47 feet based on Chicago City Datum, adjoining an existing 80 feet wide Easement as described in a City of Chicago

Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of said Commuter Division of the Regional Transportation Authority, (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of Illinois Central Gulf Railroad Company Property, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows;

Beginning at the intersection of said Line "A" with said south right of way line of Oakwood Boulevard, also being said south line of an existing Easement; thence on an Illinois State Plane Coordinate System, NAD 83, East Zone bearing of North 59 degrees 43 minutes 07 seconds East along the north line of said existing Easement, 127.83 feet to the easterly right of way line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of said Illinois Central Gulf Railroad Company; thence South 30 degrees 14 minutes 35 seconds East along the last described course, 1.00 feet; thence South 59 degrees 43 minutes 07 seconds West, 104.84 feet; thence South 30 degrees 16 minutes 53 seconds East, 1.50 feet; thence South 59 degrees 43 minutes 07 seconds West, 22.00 feet to said Line "A"; thence North 30 degrees 18 minutes 33 seconds West along said Line "A", 2.50 feet to the Point of Beginning, all in Cook County, Illinois.

Said Parcel contains 161 square feet.

Route County Job No. Parcel Sta.

Index No.

Oakwood Bridge over METRA RR Cook

2

That part of the Illinois Central Gulf Railroad Company Property according to Document number 87233821, recorded on April 30th, 1987 lying above an horizontal plane at an elevation of 32.11 feet based on Chicago City Datum, adjoining an existing 80 feet wide Easement as described in a City of Chicago Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of said Illinois Central Gulf Railroad Company, also being the westerly right of way of line the Commuter Division of the Regional Transit Authority according to said Document (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of said Illinois Central Gulf Railroad, also being the easterly line of said Commuter Division of the Regional Transit Authority, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows;

Commencing at the intersection of said Line "A" with the south right of way line of Oakwood Boulevard, also being said south line of an existing Easement; thence on an Illinois State Plane Coordinate System, NAD 83, East Zone bearing of North 30 degrees 18 minutes 33 seconds West along said Line "A", 80.00 feet to the north line of said Oakwood Boulevard for the Point of Beginning; thence North 30 degrees 18 minutes 33 seconds West continuing along said Line "A", 2.50 feet; thence North 59 degrees 43 minutes 07 seconds East, 22.00 feet; thence South 30 degrees 16 minutes 53 seconds East, 1.50 feet; thence North 59 degrees 43 minutes 07 seconds East, 104.93 feet to the easterly line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of the Illinois Central Gulf Railroad Company; thence South 30 degrees

14 minutes 35 seconds East along the last described course, 1.00 feet to said north line of an existing Easement; thence South 59 degrees 43 minutes 07 seconds West along said north line of an existing Easement, 126.93 feet to the Point of Beginning, all in Cook County, Illinois. Said Parcel contains 160 square feet.

Route County Job No. Parcel Sta.
Oakwood Bridge over METRA RR Cook

2A

Index No.

That part of the Commuter Division of the Regional Transportation Authority Property according to Document number 87233821, recorded on April 30th, 1987, lying below an horizontal plane at an elevation of 32.11 based on Chicago City Datum, adjoining an existing 80 feet wide Easement as described in a City of Chicago Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of said Commuter Division of the Regional Transportation Authority, (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of Illinois Central Gulf Railroad Company Property, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian, described as follows;

Commencing at the intersection of said Line "A" with the south right of way line of Oakwood Boulevard, also being said south line of an existing Easement; thence on an Illinois State Plane Coordinate System, NAD 83, East Zone bearing of North 30 degrees 18 minutes 33 seconds West along said Line "A", 80.00 feet to the north line of said Oakwood Boulevard for the Point of Beginning; thence North 30 degrees 18 minutes 33 seconds West continuing along said Line "A", 2.50 feet; thence North 59 degrees 43 minutes 07 seconds East, 22.00 feet; thence South 30 degrees 16 minutes 53 seconds East, 1.50 feet; thence North 59 degrees 43 minutes 07 seconds East, 104.93 feet to the easterly line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of the Illinois Central Gulf Railroad Company; thence South 30 degrees 14 minutes 35 seconds East along the last described course, 1.00 feet to said north line of an existing Easement; thence South 59 degrees 43 minutes 07 seconds West along said north line of an existing Easement, 126.93 feet to the Point of Beginning, all in Cook County, Illinois. Said Parcel contains 160 square feet.

Route County Job No. Parcel Sta.

Illinois Central Gulf Railroad Cook

3

12-16-400-029

That part of the Illinois Central Gulf Railroad Company's Operating Property adjoining an existing 80 feet wide Easement as described in a City of Chicago Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of the Commuter Division of the Regional Transportation Authority according to Document 8723381, recorded on April 30, 1987, (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of said Illinois Central Gulf Railroad Company Property, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian described as follows;

Commencing at the intersection of said Line "A" with said south right of way line of Oakwood Boulevard, also being said south line of an existing Easement; thence on an Illinois State Plane Coordinate System, NAD 83, East Zone bearing of North 59 degrees 43 minutes 07 seconds East along the said south line of an existing Easement, 127.83 feet to the easterly right of way line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of said Illinois Central Gulf Railroad Company for the Point of Beginning; thence North 59 degrees 43 minutes 07 seconds East continuing along said south line, 123.62 feet to said easterly line of the Illinois Central Gulf Railroad Company; thence South 30 degrees 18 minutes 32 seconds East along the last described course, 2.50 feet; thence South 59 degrees 43 minutes 07 seconds West, 8.00 feet; thence North 30 degrees 16 minutes 53 seconds West, 1.50 feet; thence South 59 degrees 43 minutes 07 seconds West, 115.16 feet to said westerly line of Illinois Central Gulf Railroad Company, also being said easterly line of Commuter Rail Division of the Regional Transportation Authority; thence North 30 degrees 14 minutes 35 seconds West along the last described course, 1.00 feet to the Point of Beginning, all in Cook County, Illinois. Said Parcel contains 135 square feet.

Route County Job No. Parcel Sta.

Index No.

Illinois Central Gulf Railroad Cook

4

That part of the Illinois Central Gulf Railroad Company's Operating Property adjoining an existing 80 feet wide Easement as described in a City of Chicago Ordinance, dated July 21, 1919, centerline of said Easement, beginning at a point forty (40) feet northerly of the south right of way line of Oakwood Boulevard on the westerly right of way line of the Commuter Division of the Regional Transportation Authority according to Document 8723381, recorded on April 30, 1987, (said westerly right of way line hereinafter referred to as Line "A"); thence eastwardly at right angles to said Line "A" to the easterly line of said Illinois Central Gulf Railroad Company Property, lying in part of the Southeast Quarter of Section 34, Township 39 North, Range 14 East of the Third Principal Meridian and part of the Southwest Quarter of Fractional Section 35, Township 39 North, Range 14 East of the Third Principal Meridian described as follows;

Commencing at the intersection of said Line "A" with the north right of way line of said Oakwood Boulevard, also being the north line of said existing Easement; thence on an Illinois State Plane Coordinate System, NAD

83, East Zone bearing of North 59 degrees 43 minutes 07 seconds East along the said south line of an existing Easement, 126.93 feet to the easterly right of way line of said Commuter Rail Division of the Regional Transportation Authority, also being the westerly line of said Illinois Central Gulf Railroad Company for the Point of Beginning; Thence North 30 degrees 14 minutes 35 seconds West, 1.00 feet; thence North 59 degrees 43 minutes 07 seconds East, 115.07 feet; thence North 30 degrees 16 minutes 53 seconds West, 1.50 feet; thence North 59 degrees 43 minutes 07 seconds East, 8.00 feet to said easterly line of Illinois Central Gulf Railroad Company; thence South 30 degrees 18 minutes 33 seconds East continuing along the last described course, 2.50 feet to said south line of an existing Easement; thence South 59 degrees 43 minutes 07 seconds West along said south line of an existing Easement, 123.07 feet to the Point of Beginning, all in Cook County, Illinois. Said Parcel contains 135 square feet.

Exhibit A-2^{3J}« Street Parcels

Exhibit B-1 41st Street Parcels

Exhibit B-2

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arcc/s

Exhibit C

Easement and Assignment Agreement for Lakefront Bridge Project

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September 8, 2015

**EXHIBIT C Easement and Assignment Agreement
for Lakefront Bridge Projects**

This document prepared by and after
recording, return to:

Karen D. Bielarz
Senior Counsel
City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

**EASEMENT AND ASSIGNMENT AGREEMENT
FOR LAKEFRONT BRIDGE PROJECTS**

THIS EASEMENT AND ASSIGNMENT AGREEMENT FOR LAKEFRONT BRIDGES ("Agreement"), is entered into this day of , 2015 ("Commencement Date"), by and between" the Chicago Park District, an Illinois municipal corporation ("Park District") and the City of Chicago, a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the Illinois Constitution of 1970 ("City"). The Park District and the City together shall be referred to herein from time to time collectively as the "Parties", and individually as a "Party".

BACKGROUND

In 2003, the City completed a comprehensive study of access to the Chicago Lakefront from neighboring areas

which recommended improving pedestrian and vehicular access to Lakefront sites crossing over the rights of way for Metra and the Illinois Central Railroad, as well as Lake Shore Drive. Subsequently, the City has been examining the conditions of the existing bridges over South Lake Shore Drive and the adjoining rights of way of the Commuter Rail Division of the Regional Transportation Authority ("Metra") and Illinois Central Railroad ("ICR"). In

response to these studies, the City has proposed a series of projects for the construction or replacement of various bridges to improve and enhance access to the south Lakefront ("Project").

The Project includes a) the reconstruction of vehicular bridges over the Metra and ICR rights of way at both East 31st Street and East Oakwood Boulevard, b) the reconstruction and replacement of pedestrian bridges over the Metra and ICR rights of way and over Lake Shore Drive, located at East 35th Street and East 43rd Street and c) the construction of a new pedestrian bridge at East 41st Street over the Metra and ICR rights of way and over Lake Shore Drive. The Project is generally described in Exhibit A which is attached and incorporated.

The vehicular bridges at 31st Street and Oakwood Boulevard are owned by the City. The new bridge at 41st Street will be owned by the City. In accordance with the policies and practices of the Biannual Bridge Inspection Program, upon the City's commencement of the replacement of the bridges at 35th and 43rd Streets, the City will own each such bridge.

In conjunction with the City owning the Bridges, the Parties have agreed that the Park District shall convey to the City easements for the reconstructed pedestrian bridges at 35th Street and 43rd Street, along with an easement for the new bridge to be constructed at 41st Street. In addition, the Park District will assign its existing easement rights to the existing bridges that cross the rights of way of the ICR and Metra. The City or its contractor will apply for and receive an access permit ("Access Permit") from the Park District for temporary construction activities to allow the removal of the old existing bridges and the construction of the new bridges at all locations.

Finally, the Park District and City shall allocate respective maintenance responsibilities for the newly constructed and reconstructed bridges, such that the City will undertake all capital repairs and reconstruction of the bridges and the Park District will perform day to day and routine (noncapital) maintenance of the new bridges.

NOW, THEREFORE, in consideration of the mutual covenants and understandings herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Park District agree as follows:

1. Grant of Easement - 35th Street 41st Street and 43rd Street pedestrian bridges.

The Park District hereby grants and conveys to City a permanent easement ("Easement") in, on, over, under and through the Park District property identified in Exhibit B which is attached and incorporated ("Easement Areas") for the purposes of the installation, construction, use, inspection, maintenance, repair, rehabilitation, replacement, and removal of pedestrian bridges to be constructed and installed by the City at 35th Street, 41st Street and 43rd Street ("New Pedestrian Bridges" or "Bridges"), in accordance with the terms and conditions of

this Agreement.

2. Assignment of existing easements - 35th Street and 43rd Street pedestrian bridges

Park District hereby assigns and quitclaims to the City all of its real property interests and contractual rights authorizing the Bridges that cross the rights of way of the ICR and Metra at 35th Street, 41st and 43rd Street, including rights known as the "Park Approaches" for "An East Thirty-fifth Street Viaduct" and "An East Forty-third Street Viaduct," and "Additional Viaducts" for "Park Approaches," all as provided in the 1919 Lakefront Ordinance (July 21, 1919, CJ pp. 969 - 1001).

3. Access Permit.

Except in case of an emergency requiring immediate entry to avoid or address a substantial and imminent risk of personal injury or significant property damage ("Emergency"), the City shall, not less than 30 days prior to performing or causing to be performed any work involving entry upon the Easement Areas by vehicles or equipment larger or more numerous than a single passenger vehicle needed for the transportation of personnel, apply or cause its contractor to apply for an Access Permit from the Chicago Park District Department of Planning and Construction. Upon receipt of such an application, Park District agrees the Access Permit shall not be unreasonably withheld or denied. The Park District agrees either to approve the Access Permit or communicate to the applicant the deficiencies in the application within 30 days after an application has been submitted.

In case of an Emergency, the City shall provide reasonable telephone or electronic notice to Park District at the time of the entry and shall apply for the Access Permit as soon thereafter as is reasonably practicable.

The Park District's current Access Permit form is attached and incorporated as Exhibit C ("Access Permit Documents"). The City agrees that it will cause its contractors to comply with the Access Permit Documents, to the extent they are not inconsistent with this Agreement. In the event of a conflict between the provisions of the Access Permit Documents attached as Exhibit C and those in effect at a future date, the provisions of Exhibit C shall prevail. Notwithstanding the foregoing, insurance requirements for the Access Permit may be reasonably adjusted by the Park District over time to reflect customary and commercially reasonable coverages and limits required at the time the Access Permit is issued.

4. Use

- a. Non-exclusive Use. The Park District may use or grant easements ("Other Easements") in the Easement Areas for any purpose to the extent that such use or easements do not substantially interfere with use and enjoyment of the Easements held by the City. Any physical alteration or disturbance of the Bridges or their support or City's access to them, except to the extent contemplated by the agreed maintenance obligations of the Park District, shall be deemed to be such substantial interference. Any such Other Easements shall be subject to the rights of the City.
- b. Fencing, Signs. The City shall seek the consent of the Park District before installing such fencing, signs, and pavement markings in the Easement Areas as the City shall deem necessary or

appropriate to enforce the provisions in this Agreement. Such consent shall not be unreasonably withheld.

- c. Compliance and Cooperation. The Parties agree to comply with all applicable laws, ordinances, regulations, rules, orders, judgments, injunctions, rulings, and other valid exercises of governmental authority ("Law") and to cooperate with State and Federal Agencies, utility companies, other agencies working on or engage in the Project, and each other, so as not to interfere with or hinder the progress or completion of work on the Project.
- d. Restoration. The City and its contractor shall be responsible for the repair and restoration, to the reasonable satisfaction of the Park District, of any and all Park District property which has been damaged or disturbed by the City's use of the Easement Areas.
- e. Salvage of prior bridge structure. Following the removal of each of the Existing Bridges at 35th Street and 43rd Street, the City shall have the right to retain as salvage the structure and materials of the Existing Bridges.

Maintenance and Operation.

- a. Completion and Notice. Upon substantial completion of each of the New Pedestrian Bridges but prior to issuing a Notice of Completion for such Bridge, the City will coordinate a walk-through assessment of such Bridge with representatives of both the City and the Park District at a mutually agreeable date and time. Following completion of the walk-through and the completion or correction of all deficiencies identified in such walk-through and subsequently conveyed to the City in writing, the City shall deliver to Park District a Notice of Completion for such Bridge. The Notice shall identify those items of the work that are not part of the structure of the Bridge and that are being turned over to Park District ownership and maintenance ("Park District Improvements"). Upon receipt of such Notice, the Park District shall forward to City an appropriate acceptance of such improvements.
- b. Park District License for Maintenance. Upon receipt of the Notice of Completion for a New Pedestrian Bridge and its delivery of the acceptance, the City hereby grants the Park District a license agreement authorizing access to the New Pedestrian Bridge to allow Park District to perform its maintenance obligations.

Maintenance. The Parties agree to perform their respective maintenance responsibilities as described in Exhibit D.

Indemnification and Insurance - City

- a. To the extent permitted by applicable law, the City agrees to, indemnify, defend and hold harmless the Park District, its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising or resulting from injury or death of any person or loss of or damage to property, proximately caused by City's entry to the Park District property

or its exercise of rights granted under this Agreement, except to the extent proximately caused by the Park District's negligent, willful and wanton or intentionally tortious conduct or omissions. This section shall not be construed to limit any rights and immunities statutorily available to the Park District. Upon notice from the Park District of any claim covered under this provision, City will appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto. The Park District shall have the right, at its option, to consult in the defense of any claim, without relieving City of its obligations hereunder, provided that City shall have sole discretion over settlement of any such claim and litigation strategy with respect to defense of such claim.

- b. City certifies that it is self-insured in accordance with applicable laws.

7. Indemnification and Insurance - Park District

- a. To the extent permitted by applicable law, the Park District agrees to, indemnify, defend and hold harmless the City, its officers, agents and employees, from and against any and all liabilities, losses, suits, claims, judgments, fines or demands (including all reasonable costs for investigation, reasonable attorneys' fees, court costs and expert fees) arising or resulting from injury or death of any person or loss of or damage to property, proximately caused by the Park District's use of any of its property, any City property, including any Easement Areas, or the Park District's performance of its obligations, and/or the exercise of its right granted under this Agreement, except to the extent proximately caused by the City's negligent, willful and wanton or intentionally tortious conduct or omissions. This section shall not be construed to limit any rights and immunities statutorily available to the Park District. Upon notice from the City of any claim covered under this provision, Park District will appear and defend all suits brought upon such claims and lawsuits and shall pay all costs and expenses incidental thereto. The City shall have the right, at its option, but not the obligation, to consult in the defense of any claim, without relieving Park District of its obligations hereunder, provided that Park District shall have sole discretion over settlement of any such claim and litigation strategy with respect to , defense of such claim.

- b. Park District certifies that it is self-insured in accordance with applicable lawsLaw.

Should any maintenance of any of the Bridges require the Park District to utilize a contractor, the Park District shall require each of its contractors and any subcontractors ("Park District Contractors") to purchase and maintain during all such work the insurance described in Exhibit E which is attached and incorporated, hereof. Prior to any Park District Contractor's entry onto the Bridge or the Easement Areas, the Park District shall require that such Park District Contractor deliver to City copies of certificates of insurance evidencing the required insurance, certifying the name and

address of the Contractor, the description of work or services covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided and naming the City as an additional insured, on a primary, non-contributory basis, and as its interests may appear.

c. The defense, hold harmless, and indemnification obligations set forth in this Section 7 shall survive the termination or expiration of this Agreement.

8. Notice. Notice and communications under this Agreement shall be sent by first-class prepaid mail to CDOT, addressed to:

Chicago Department of Transportation, 30 N.
LaSalle Street, Room 1100, Chicago, Illinois
60602 Attention: Commissioner

With a copy to:

Corporation Counsel
City of Chicago
121 North LaSalle Street
Room 600, City Hall
Chicago, Illinois 60602
Attn: Deputy Corporation Counsel,
Real Estate and Land Use Division

And to the Park District:

Chicago Park District 541 N. Fairbanks
Chicago, Illinois 60611 Attn: General
Superintendent

With a copy to:

Chicago Park District 541 N.
Fairbanks Chicago, Illinois 60611
Attn: General Counsel

Unless otherwise specified elsewhere in this Agreement, said notices shall be deemed received when mailed.

9. Entire Agreement. This Agreement, together with any exhibits, constitutes the entire agreement of the parties on the subject matter hereof. It is understood and agreed to by the

Parties hereto that no oral or other promise of any character made by any individual allegedly speaking for

either Party shall be binding under this Easement unless expressly stated herein.

10. Limitation of Liability. No member, official or employee of the City shall be personally liable to the Park District or any respective successor in interest in the event of any default or breach by the City or for any amount which may become due to the Park District from the City or any successor in interest or on any obligation under the terms of this Agreement. No member, official or employee of the Park District shall be personally liable to the City or any respective successor in interest in the event of any default or breach by the Park District or for any amount which may become due to the City from Park District or any successor in interest or on any obligation under the terms of this Agreement.
11. Severability. If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.
12. Term. This Agreement and the Easements, rights, obligations, and liabilities created hereby shall be permanent; provided, however, that if the City notifies Park District of its intention to discontinue use of one or more of the New Pedestrian Bridges, it shall remove that bridge and restore that portion of the Easement Areas to the reasonable satisfaction of the Park District. Such removal shall be performed by the City at no cost to the Park District and within a reasonable time, provided however, that prior to the completion of the removal and restoration, the City may withdraw such notice and shall thereafter restore the New Pedestrian Bridge. The City or its contractor shall apply for and receive an Access Permit for all such work. Upon such discontinuance of use of a New Pedestrian Bridge and its removal and the restoration of the applicable Easement Areas, this Agreement shall terminate relative to only that New Pedestrian Bridge, and shall remain enforceable relative to the other New Pedestrian Bridges.
13. Successors and Assigns. The rights conferred and obligations incurred pursuant to this Agreement shall run with the land and shall be binding on, inure to the benefit of, and be enforceable by the City, the Park District and their respective successors and assigns.

IN WITNESS WHEREOF, said City and Park District have caused their names to be signed to these presents on the day and year written above.

CHICAGO PARK DISTRICT

By:

General Superintendent & CEO

ATTEST:

By: _ Title:

CITY OF CHICAGO

By:

Commissioner of Transportation

Approved as to form and legality:

By:

.

Special Assistant Corporation Counsel

EXHIBITS:

C-A - Project

C-B - Easement Areas

C-C - Current Access Permit Documents

C-D - Maintenance Provisions

C-E - City Insurance Requirements for Park District Contractors

STATE OF ILLINOIS COUNTY OF COOK

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)SS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Michael Kelly, personally known to me to be the General Superintendent and CEO of the Chicago Park District, an Illinois municipal corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in said capacity he signed and delivered the said instrument, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Given under my hand and official seal, this day of ■ 20 .

STATE OF ILLINOIS)

)SS

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Rebekah Scheinfeld personally known to me to be the Commissioner of the Department of Transportation of the City of Chicago, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that in said capacity she signed the said instrument, as her 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 official seal, this

Project

CHICAGO DRAFTSMAN | OF U. ASSOCIATION

EXHIBIT C-B Easement Areas

EXHIBIT C-C Current Access Permit Documents

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DEPT. OF PLANNING & CONSTRUCTION CHICAGO PARK DISTRICT

ACCESS PERMIT OVERVIEW

All contractors not under direct contract with the Chicago Park District who will be performing work on Park District property are required to obtain an Access Permit from the Chicago Park District Department of Planning & Construction.

CPD Contact Information:

Name: Claudine Malik

Address: Chicago Park District

Dept. of Planning & Const 541 North Fairbanks Ct. Chicago, IL 60611

Phone: (312)742-4660 Fax: (312)742-5347

E-mail: claudine.malikf@chicagoparkdistrict.com <<mailto:claudine.malikf@chicagoparkdistrict.com>>

Submittal Requirements

To apply for the CPD Access Permit, the contractor must submit the following to the CPD Department of Planning & Construction:

1. Exhibit A, consisting of:
 - a. A letter on the contractor's official letterhead requesting the permit, including:
 - i. a detailed description of the scope of work,
 - ii. anticipated start-of-work and end-of-work date,
 - b. a detailed site plan of each proposed work location, including:
 - i. proposed access routes to and from the site,
 - ii. the location of proposed alternate routes and signage for pedestrian and bicycle traffic which may be restricted or redirected due to work activities (if necessary),
 - iii. proposed site security fencing and gate access,
 - iv. all trees located within the security fenced area.
2. Exhibit B, consisting of a Certificate of Insurance, and the CG 20 26 endorsement (or current equivalent), from the contractor complying with the requirements set forth in the "Exhibit B: Access Permit Insurance Requirements," naming the Chicago Park District as the Certificate Holder and as Additionally Insured.
3. Exhibit C, consisting of the signature page of "Exhibit C: Access Permit Terms and Conditions" signed by the applicant.
4. A copy of the contractor's complete Environmental Insurance Policy, when applicable.

Updated: 3/21/13

CHICAGO PARK DISTRICT ACCESS PERMIT REQUIREMENTS, con't

5. A fully refundable security deposit in the amount of \$1,500.00, check made out to the Chicago Park District. This amount may, at the sole discretion of the Park District, be increased.
6. A non-refundable permit fee in the amount of \$250.00, check made out to the Chicago Park District.
7. Construction Drawings (when applicable):

If the proposed work requires a City of Chicago Building Permit, the contractor must submit three (3) sets of construction drawings to the CPD Department of Planning & Construction, for CPD review. The drawing set must be identical to that submitted for City permitting. The contractor should allow at least three (3) weeks for CPD review.. After review and approval of the construction drawings, the CPD Planning & Construction will process the CPD Access Permit application.

Please note: Contractors with outstanding or unpaid fines and/or monetary damages assessed from previous permitted

(or non-permitted) work will not be issued permit extensions or permits for new work until the outstanding assessments are paid in full.

CHICAGO PARK DISTRICT DEPARTMENT OF PLANNING &
CONSTRUCTION

DEPT. OF PLANNING & CONSTRUCTION CHICAGO PARK DISTRICT

**EXHIBIT B:
ACCESS PERMIT INSURANCE
REQUIREMENTS**

It is understood that the Permittee shall obtain and maintain insurance outlined below, covering all operations under this Permit. The Chicago Park District shall be furnished with certificates of insurance and the CG 20 26 endorsement (or current equivalent), naming the Chicago Park District as an Additional Insured; providing for 60 days advance written notice of cancellation, non-renewal, or a reduction in limits or coverage; and evidencing a waiver of subrogation against the Chicago Park District.

Certificate shall indicate park name.

Permittee shall not commence work under this permit until all applicable requirements and limits specified have been approved by the Chicago Park District Risk Management Division.

1. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Occupational Disease Insurance covering all employees, in accordance with the laws of the State of Illinois, with statutory limits, and Employer's Liability Insurance with limits not less than \$500,000 each incident or illness.

2. Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, broad form property damage, independent contractors, and, if applicable, XCU (excavation, collapse, and underground hazards).

The Chicago Park District is to be named as an Additional Insured on a Primary, non-contributory basis.

3. Commercial Automobile Liability Insurance (Primary and Umbrella)

Permittee shall provide Commercial Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 combined single limits for bodily injury and property damage.

The Chicago Park District is to be named as Additional Insured on a primary, non-contributory basis.

4. All Risk Builders Risk Insurance or Installation Floater

If Permittee is undertaking any construction, including improvements, betterments and/or repairs, Permittee shall provide All Risk Builder's Risk Insurance or an Installation Floater covering the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Extensions of All Risk Builders Risk coverage shall include earthquake, flood, materials in-transit and off-site, utility interruption, debris removal and delayed opening.

Updated: 3/21/13

CHICAGO PARK DISTRICT
ACCESS PERMIT INSURANCE REQUIREMENTS, con't

5. Pollution Liability Insurance

When any pollution risk exposure is apparent, Pollution Liability Insurance shall be provided on a blanket basis covering bodily injury, property damage and environmental restoration for claims arising out of performance of services including handling, clean-up and excavation of waste and hazardous materials. Limits required for each shall be not less than \$1,000,000 each accident and general aggregate. Claims-Made policies shall provide an inception or retroactive date prior to the date of this agreement and be renewed each year for a period of three (3) years after termination of this agreement or provide an extended claims reporting period of not less than three (3) years after the termination of this agreement.

6. Professional Liability Insurance

When any professional services, such as architecture, auditing, construction design, engineering, mechanical design, or other service which requires professional certification and licensing by a governmental entity, is being provided to the Chicago Park District under the Permit, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence for damages arising from any acts, errors or omissions. Coverage shall include severability of interest and cross-suit liability for consultants/sub-contractors. Claims-Made policies shall be renewed each year for a period of two (2) years after completion of the contract and shall have an extended reporting period of two (2) years. When renewed or replaced, the policy retroactive date must coincide with or precede start of work under the Permit.

PROVISIONS

All insurance coverages are to be placed with insurers authorized to do business in the State of Illinois with a Best's rating of not less than A:VII covering all operations under this permit, and all policies shall be endorsed to the state that

coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the Chicago Park District, Risk Management Division. All policies shall be endorsed to be primary and non-contributory as respects the Chicago Park District, its commissioners, officers, employees, agents and employees.

CHICAGO PARK DISTRICT DEPT. OF PLANNING &
CONSTRUCTION

DEPT. OF PLANNING & CONSTRUCTION CHICAGO PARK DISTRICT

**EXHIBIT C:
ACCESS PERMIT TERMS AND
CONDITIONS**

A. General

1. For purposes of this document, the term "Permitee" shall mean the entity listed as Permitee on the Chicago Park District Access Permit, and include the Permitee's employees, agents, contractors, subcontractors, consultants and the owner.
2. For the purposes of this document, the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.
3. The provisions, terms, conditions and/or limitations set forth in this document are supplemental to those detailed in various other Access Permit documents, which include but may not be limited to:
 - a. Access Permit Overview
 - b. Exhibit B: Access Permit Insurance Requirements

B. Notification

1. All Permit questions, notifications, and requirements should be directed to Chicago Park District contact: Claudine Malik, Dept. of Planning & Construction, at (312) 742-4660.
2. Notification must be given to the Park District prior to commencement of work.
3. Permittee shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party.

C. Permit Fee

A non-refundable fee of \$250.00 will be charged for the issuance of each Permit.

D. Security Deposit

1. Permittee shall pay a security deposit in the amount of \$1,500.00. The amount of the security deposit may increase based upon the nature and scope of the work and the duration of the Permit.
2. Following either the expiration of this Permit or receipt of written notification from the Permittee that the work is completed, the Park District may inspect the area covered by the Permit. If there is no damage to Park District property and there are no amounts due under this Permit, the Park District will refund the security deposit in full.
3. The Park District will have the right to apply all or a portion of the security deposit to pay for any amounts due to the Park District from Permittee as a result of violations of this Permit or any other Permit issued by the Park District to Permittee, and may include compensation for damage to Park District property.

E. Violations and Fines

Updated: 3/21/13

**CHICAGO PARK DISTRICT
ACCESS PERMIT TERMS AND CONDITIONS, con't**

1. Failure to abide by these terms and conditions will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.
2. Generally, fines are assessed at \$ 500.00 per violation per day until resolved to the satisfaction of the Park District.
3. When damage to Park District property has been documented, the Park District may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Park District, as determined by the Park District, to repair, replace or otherwise remediate the damage. This assessment is in addition to any fines assessed for the same violation.
4. Permittees with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued permit extensions or permits for new work until the outstanding assessments are paid in full. Award of competitively bid contracts to any Permittee with outstanding or unpaid fines and/or monetary damages will occur only after all outstanding assessments are paid in full.

F. Sequencing of Work

1. Before any equipment is brought to the site or any work is begun:
 - a. All tree protection fencing must be in place.
 - b. All construction or security fencing and emergency signage must be in place.
 - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place.
2. Upon completion of work, all equipment must be removed from the site before the removal of any tree protection

fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

G. Area of Work

1. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown or described on Exhibit A.
2. All requests to perform work outside of the area specified in the Permit, including access and egress routes, must be approved, prior to commencement of the work, by the Park District contact.

H. Scope of Work

1. Permittee shall not engage in any work beyond the scope of the description of work listed on the cover page or indicated on Exhibit A.
2. All requests to perform work of a different scope or nature than that specified in the Permit must be approved, prior to commencement of the work, by the Park District contact.

I. Duration of Work and Permit Extensions

Permittee may occupy the permitted area only during the dates specified in the Permit. If a time extension to the Permit becomes necessary, the Permittee must apply in writing to the Department of Planning & Construction for an extension at (east one (1) week prior to the Permit expiration date.

CHICAGO PARK DISTRICT DEPT. OF PLANNING & CONSTRUCTION

**CHICAGO PARK DISTRICT
ACCESS PERMIT TERMS AND CONDITIONS, con't**

J. Work Hours

Regular work hours are Monday through Friday, from 7:00 a.m. to 6:00 p.m., unless previously approved by the Park District.

K. Regulatory Requirements

1. Permittee shall familiarize itself with and comply with all Federal, State, Local and Park District rules, regulations, codes and ordinances and shall obtain permits from all governmental agencies and bureaus as required.
2. Permittee shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work.

L. Vehicles

1. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit (see Section E above).
2. Permittee is responsible for ensuring that all workers use only authorized parking facilities or street parking. The parking or driving of vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly prohibited.

M. Protection of Park Property

1. General
 - a. Permittee shall take all precautions and safeguards necessary for the complete protection of the public and Park District employees and property.
 - b. Permittee shall avoid damage to or loss of the property or work of the Park District and others, and shall repair or replace any such damage, or pay for such repair or replacement, to the satisfaction of the Park District.
 - c. Permittee shall ensure that all public walkways are maintained free and clear of construction debris during

the construction period.

d. The site shall be kept clean at all times and in a manner acceptable to the Chicago Park District.

2. Site Security

- a. Permittee is required, prior to start of any work, to erect security fencing around the entire perimeter of work. Security fencing is to be chain link, minimum height of 6 feet.
- b. Permittee is responsible for the ongoing maintenance of the security fencing.
- c. Security fencing may only be removed when all work and site restoration are complete.
- d. Permittee shall erect and maintain for the duration of the work, fence screening in accordance with City of Chicago ordinance.
- e. Permittee shall obtain from the Park District, erect, and maintain for the duration of work "Caution Construction Area Keep Out" signs. The number of signs required will vary according to project size and location, and will be determined by the Park District.

CHICAGO PARK DISTRICT DEPT. OF PLANNING &
CONSTRUCTION

**CHICAGO PARK DISTRICT
ACCESS PERMIT TERMS AND CONDITIONS, con't**

3. Utilities

- a. Permittee shall protect all utilities and adjacent facilities, whether existing or installed by others during the permit period.
- b. It is the sole responsibility of Permittee to inform itself of the existence and location of all utilities in the vicinity of the Site. The Park District does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utilities.
- c. The Park District will provide on-site utility locates for Park District property. The CPD contact must receive at least three days notice to set up any on-site locates. The initial site visit for CPD utility locates will be provided at no cost, but all subsequent requests for CPD assistance will be charged at the current prevailing wage.

4. Landscape Protection

a. General

- 1) Landscape protection fencing must be in place before any equipment is brought to the site or any work begun and must be maintained intact for the duration of the work.
- 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas is strictly prohibited.
- 3) All landscaped areas that are disturbed during construction shall be restored to their previous condition. All repaired lawn areas are to be sodded.

b. Landscape Protection Violations

- 1) Landscape Protection Violations include, but are not limited to:
 - a) Tree/Landscape Protection fencing not in place prior to beginning of work;
 - b) Tree/Landscape Protection fencing damaged, removed, or not in place at any time during work;
 - c) Unauthorized removal of Tree/Landscape Protection fencing;
 - d) Encroachment in Tree/Landscape Protection fencing;
 - e) Placement of any materials within the Tree/Landscape Protection fencing;
 - f) Vehicles driving or parked under trees or on landscape areas (whether fenced or unfenced);
 - g) Damage to any tree or other plant material or landscape area;

- i) Unauthorized removal of any tree or other plant material;
- j) Use of any tree or other plant material as anchorage; and
- k) The attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.

c. Tree Protection

- 1) All tree protection practices must conform to CPD Standard Specification for Tree Protection.
- 2) Tree protection zone fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.

CHICAGO PARK DISTRICT DEPT. OF PLANNING 8,
CONSTRUCTION

CHICAGO PARK DISTRICT

ACCESS PERMIT TERMS AND CONDITIONS, con't

- 3) Trees that are damaged by Permittee's operations or personnel shall be repaired or remediated by Permittee as directed by the Park District.
 - i. Permittee will be fined for damage to trees as follows: \$100 per square inch scraped or damaged bark; \$100 per diameter inch of broken limbs or branches. This will be in addition to the Landscape Protection Violation's fines noted above.
 - ii. Permittee shall be required to replace any permanently damaged tree with a new tree of the same type on an "inch for inch" size basis; said new tree shall have a trunk with a minimum four (4) inch diameter.
- 4) Trees that are removed by Permittee without authorization, or which are damaged by Permittee and are determined by the Park District to require removal, shall be replaced by Permittee on an "inch for inch" size basis. The minimum acceptable size for replacement trees is four (4) inches diameter. Replacement trees must meet, be installed, guaranteed and maintained per Park District standards. Replacement tree variety (ies) and location(s) will be determined by the Park District. This will be in addition to the Landscape Protection Violations fines noted above.
- 5) Permittee will be fined for the removal of trees larger than 10 inch caliper (DBH) at a rate of \$100 per caliper inch (DBH). This will be in addition to the inch for inch replacement requirements and the Landscape Protection Violations fines noted above.

N. Site Restoration

By the expiration date or upon termination of this Permit, Permittee shall restore all disturbed or damaged areas to like conditions as existed prior to commencement of the work. Failure to restore the site will be considered a violation of the Permit until the restoration is complete (see Section E above). All restoration shall be made in a manner that prevents deterioration or settling.

O. Use of Site

- 1. All work shall be scheduled to avoid disruption of or conflict with normal park activities. Any temporary interruption of park operations or services shall be requested and approved prior to that interruption.
- 2. Permittee will be required to conduct its Work so as not to unnecessarily obstruct the activities of others who also may be engaged in Work on this or any other project.
- 3. Only such materials and equipment as are necessary for the construction of the Work, as determined by the Park District, shall occupy any space at the permitted site.

P. Access to Facilities

- 1. It shall be Permittee's responsibility to obtain access to facilities, and to arrange for adequate security at the end of

each work day, on weekends and at all other appropriate times.

2. Permittee shall prohibit the opening of locked areas by the Permittee's personnel to allow the entrance of any persons other than the Permittee's personnel engaged in the performance of assigned work in those areas.

CHICAGO PARK DISTRICT DEPT. OF PLANNING & CONSTRUCTION

**CHICAGO PARK DISTRICT
ACCESS PERMIT TERMS AND CONDITIONS, con't**

Q. Safety

1. **Permittee shall take all precautions and safeguards necessary for the complete protection of the public, employees and Park property.**
2. Permittee shall prohibit all lighting of fires and all smoking on and about Park District property.
3. All combustible materials must be stored in approved safety containers and placed in safe locations.
4. Permittee shall provide all security traffic control, covering of open trenches and other safety measures reasonably required by the Park District.
5. The Park District's suggestions on safety shall in no way relieve Permittee of its sole responsibility for safety on the Project.
6. The Park District may at any time require additional provisions if such are deemed necessary for public safety or convenience.

R. Energy Conservation

1. Permittee shall promote efficient use of all energy. Permittee shall turn off all lights, faucets, valves, and equipment when not in use.
2. All temporary lighting shall have compact fluorescent lights (CFLs) or other energy efficient lights.

S. As-Built Drawings

When improvements are made to Park District property, Permittee shall, upon completion of the work, provide one complete, legible, reproducible set of the As-Built Drawings to the Park District at the Permittee's expense.

T. Testing Results

Permittee shall provide to the Park District copies of the results of any analytical testing or sampling performed by Permittee on Park District property. A copy of the final report, when issued, shall also be provided to the Park District

U. Salvage

Any material or equipment which is removed or disconnected and, in the opinion of the Park District, is of value, but is not specified for reuse, shall remain the property of the Park District. Care shall be taken by the Permittee to prevent damage in handling this property.

V. Liability

1. Permittee shall promptly and fully reimburse the Park District for all loss or damages to Park District property and any work necessary to be performed by Park District forces as a result of this project within seven days of billing by the Park District.
2. The Park District is not responsible for the damage or loss of any equipment belonging to the Permittee during the operation of this Permit.
3. Permittee shall remove from Park District property at no cost to the Park District all excess materials resulting from the work upon expiration of this Permit.

CHICAGO PARK DISTRICT DEPT. OF PLANNING &
CONSTRUCTION

**CHICAGO PARK DISTRICT
ACCESS PERMIT TERMS AND CONDITIONS, con't**

4. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Park District has the right to remove, at Permittee's cost, any materials or equipment left on Park District property after the expiration of the Permit.

W. Insurance

For the duration of this Permit and at all times in which Permittee is occupying Park District property, Permittee shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Exhibit B.

X. Indemnification

Permittee shall indemnify, keep and save harmless the Chicago Park District, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Park District Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Park District Indemnitees may be put to or which may be recovered from the Park District Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.

Y. Prevailing Wage

1. Permittee is required to pay not less than the applicable general prevailing wage rates.
2. Permittee agrees to compile and make available, upon request, to the Park District and the Illinois Department of Labor a roster of all employees working on the project by name, trade and wage paid.

Z. Cancellation

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Park District.

AA. Disputes

The General Superintendent or authorized representative will decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or fines, or the reduction of the security deposit.

BB. Disclaimer

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Park District and the Permittee.
2. The issuance of this Permit does not indicate Park District approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.

CHICAGO PARK DISTRICT DEPT. OF PLANNING &
CONSTRUCTION

DEPT. OF PLANNING & CONSTRUCTION CHICAGO PARK DISTRICT

EXHIBIT C:
ACCESS PERMIT TERMS AND
CONDITIONS

SIGNATURE PAGE

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Exhibit C: Terms and Conditions."

Respectfully submitted:

Signature of Authorized Officer or Representative of Permit Applicant Date

Written Name of Authorized Officer or Representative of Permit Applicant

Title of Authorized Officer or Representative of Permit Applicant

CHICAGO PARK DISTRICT DEPT. OF PLANNING & CONSTRUCTION

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EXHIBIT C-D

Maintenance Provisions

a. Park District Maintenance. Upon receipt of the Notice of Completion for a New Pedestrian Bridge and its delivery of the acceptance, the Park District shall provide for the maintenance and operation of each such Bridge as a public way for the benefit of the public, in accordance with the usual and customary rules and regulations governing use and occupancy of property operated or maintained by the Park District. Such maintenance obligation shall include but not be limited to trash removal, graffiti removal, landscape maintenance, signage and striping maintenance, touch-up painting, and lighting maintenance (including bulb/fixture replacement as necessary) for lighting fixtures not located on the bridge structures, and all maintenance that is not City Maintenance as described below.

b. City Maintenance. After serving the Notice of Completion for a Bridge, the City shall be responsible for City Maintenance of such Bridge which shall consist of:

- i. providing and maintaining all utilities needed for the operation and public use of each such New Pedestrian Bridge, including but not limited to, electricity, water and tele/data systems, if any; and
- ii. lighting maintenance (including bulb/fixture replacement as necessary) for lighting fixtures that are located on the bridge structures; and
- iii. performing all inspections, rehabilitations, replacements and other capital improvements required by National Bridge Inspection Standards, CFR, 23 CFR Part 650, Subpart C; and

iv. clean out of drainage structures; and
cable tightening along the rail.

EXHIBIT C-E

City Insurance Requirements for Park District Contractors

DEPT. OF PLANNING & CONSTRUCTION

CHICAGO PARK DISTRICT

EXHIBIT ACCESS PERMIT INSURANCE REQUIREMENTS

It is understood that the Permittee shall obtain and maintain insurance outlined below, covering all operations under this Permit. The Chicago Park District shall be furnished with certificates of insurance and the CG 20 26 endorsement (or current equivalent), naming the Chicago Park District as an Additional Insured; providing for 60 days advance written notice of cancellation, non-renewal, or a reduction in limits or coverage; and evidencing a waiver of subrogation against the Chicago Park District.

Certificate shall indicate park name.

Permittee shall not commence work under this permit until all applicable requirements and limits specified have been approved by the Chicago Park District Risk Management Division.

1. Workers' Compensation and Employer's Liability Insurance

Workers' Compensation and Occupational Disease Insurance covering all employees, in accordance with the laws of the State of Illinois, with statutory limits, and Employer's Liability Insurance with limits not less than \$500,000 each incident or illness.

2. Commercial General Liability Insurance (Primary and Umbrella)

Commercial General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, broad form property damage, independent contractors, and, if applicable, XCU (excavation, collapse, and underground hazards).

The Chicago Park District is to be named as an Additional Insured on a Primary, non-contributory basis.

3. Commercial Automobile Liability Insurance (Primary and Umbrella)

Permittee shall provide Commercial Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 combined single limits for bodily injury and property damage.

The Chicago Park District is to be named as Additional Insured on a primary, non-contributory basis.

4. All Risk Builders Risk Insurance or Installation Floater

If Permittee is undertaking any construction, including improvements, betterments and/or repairs, Permittee shall provide All Risk Builder's Risk Insurance or an Installation Floater covering the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Extensions of All Risk Builders Risk coverage shall include earthquake, flood, materials in-transit and off-site, utility interruption, debris removal and delayed opening.

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ACCESS PERMIT INSURANCE REQUIREMENTS, con't

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5. Pollution Liability Insurance

When any pollution risk exposure is apparent, Pollution Liability Insurance shall be provided on a blanket basis covering bodily injury, property damage and environmental restoration for claims arising out of performance of services including handling, clean-up and excavation of waste and hazardous materials. Limits required for each shall be not less than \$1,000,000 each accident and general aggregate. Claims-Made policies shall provide an inception or retroactive date prior to the date of this agreement and be renewed each year for a period of three (3) years after termination of this agreement or provide an extended claims reporting period of not less than three (3) years after the termination of this agreement.

6. Professional Liability Insurance

When any professional services, such as architecture, auditing, construction design, engineering, mechanical design, or other service which requires professional certification and licensing by a governmental entity, is being provided to the Chicago Park District under the Permit, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence for damages arising from any acts, errors or omissions. Coverage shall include severability of interest and cross-suit liability for consultants/sub-contractors. Claims-Made policies shall be renewed each year for a period of two (2) years after completion of the contract and shall have an extended reporting period of two (2) years. When renewed or replaced, the policy retroactive date must coincide with or precede start of work under the Permit.

PROVISIONS

All insurance coverages are to be placed with insurers authorized to do business in the State of Illinois with a Best's rating of not less than A:VII covering all operations under this permit, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the Chicago Park District, Risk Management Division. All policies shall be endorsed to be primary and non-contributory as respects the Chicago Park District, its commissioners, officers, employees, agents and employees.

CHICAGO PARK DISTRICT DEPT. OF PLANNING &
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