

## ORDINANCE FOR LONG TERM EASEMENT

WHEREAS, the City of Chicago ("City") is a home rule municipality by virtue of the provisions of Art. VII, Section 6(a) 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, the City Council of the City (the "City Council"), after due investigation and consideration, has determined that the public use and the public interest will be served by City's granting a long term easement for a pedestrian overpass over the public way in East Erie Street between North St. Clair Street and North Fairbanks Court, as described in the following ordinance; and

WHEREAS, **Northwestern Memorial Hospital**, an Illinois not-for-profit corporation ("NMH"), is the owner of real property commonly known as 675 N. St. Clair Street, 201 E. Huron Street and 251 E. Huron Street Chicago, Illinois (together "Galter Property") and **Northwestern Memorial HealthCare**, an Illinois not-for-profit corporation ("NMHC") holds a long-term ground leasehold interest in the property commonly known as 633 N. St. Clair Street, Chicago, Illinois (the "633 Property"); and

WHEREAS, NMH and NMHC ("Grantees") desire to construct, maintain and operate a pedestrian overpass (the "Pedestrian Overpass") to bridge the public right of way between the Galter Property and the 633 Property (together "Properties"); and

WHEREAS, Grantees, both qualified tax-exempt charitable organizations pursuant to §501(c)(3) of the Internal Revenue Code, will obtain financing for and expend a substantial amount of funds in order to construct the Pedestrian Overpass, and perform related construction activities to create a new grade-separated pedestrian interconnection between the buildings on the Properties; and

WHEREAS, the Pedestrian Overpass will require the use of the public right-of-way in the air rights above the grade of the Erie Street, as more fully described herein; and

WHEREAS, the Department of Transportation has determined that construction, maintenance and operation of the Pedestrian Overpass will not interfere with street traffic or the City's traffic infrastructure, and will benefit Grantees and the general public by allowing pedestrian to traverse between the Properties and connect to a system of bridges and other elevated walkways extending through Grantees' entire Streeterville campus, all at a level that is grade separated from vehicular traffic on E. Erie Street and the other streets in such campus; and

WHEREAS, the City is willing to grant Grantees an easement in and through the portion of the public way described as "Easement Area" in **Exhibit 1** which is attached hereto and incorporated herein (the "Public Way Easement Agreement") on terms and conditions set forth therein; now, therefore,

Be it Ordained by the City Council of the City of Chicago;

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

SECTION 2. The Commissioner of the Department of Transportation (the "Commissioner") or a designee of the Commissioner is hereby authorized, subject to the approval of the City's Corporation Counsel as to form and legality, to execute and deliver the Public Way Easement Agreement, and such other agreements and supporting documents as may be necessary or appropriate to implement the provisions of the Public Way Easement Agreement. If the Public Way Easement Agreement is not executed by Grantees and Commissioner and also recorded within 180 days of the passage of this ordinance, then this ordinance will become null and void and of no further effect.

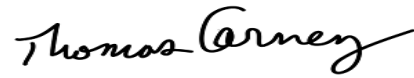
SECTION 3. If any provision of this ordinance shall be held invalid or unenforceable for any reason, the invalidity or unenforceability of such provision shall not affect any of the other provisions of this ordinance.

SECTION 4. In recognition of the tax-exempt charitable status of Grantees and the public benefits previously described, the Public Way Easement Agreement is authorized to be executed without the payment of compensation by Grantees.

SECTION 5. All ordinances, resolutions, motions or orders in conflict with this ordinance are hereby repealed to the extent of such conflict.

SECTION 6. This ordinance shall take effect upon its passage and approval.

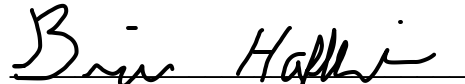
Easement approved:



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Thomas Carney  
Commissioner of Transportation

Introduced By:



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Honorable Brian Hopkins  
Alderman 2<sup>nd</sup> Ward

CDOT#IO-O2-23-4065

Exhibit 1

Public Way Easement Agreement  
(including approved plat with legals defining Easement Area)

This Instrument Prepared  
By and After Recording  
Return to:

Northwestern Memorial HealthCare  
211 East Ontario Street, Suite 1800  
Chicago, Illinois 60611  
Attention: Thomas L. Hefty,  
Senior Associate General Counsel

(The Above Space For Recorder's Use Only)

Public Way Easement Agreement  
(Hospital Pedestrian Bridge)

This Agreement (the "Agreement") is entered into as of this \_\_\_\_\_  
("Effective Date") by and between the **City of Chicago**, an Illinois home rule municipality (the  
"City") and **Northwestern Memorial HealthCare**, an Illinois not-for-profit corporation ("NMHC"),  
and **Northwestern Memorial Hospital**, a not-for-profit corporation organized and existing under  
and by virtue of the statutes of the State of Illinois ("NMH" and NMHC are referred to herein as  
the "Grantees")(City and Grantees together shall be referred to herein from time to time as the  
"Parties").

*Witnesseth:*

**WHEREAS**, NMH is the owner of real property commonly known as 675 N. St. Clair Street,  
201 E. Huron Street and 251 E. Huron Street Chicago, Illinois, as legally described on **Exhibit A-  
1** attached hereto and made a part hereof ("Galter Property"), upon which is located NMH's Galter  
Pavilion of its Northwestern Memorial Hospital;

**WHEREAS**, NMHC is the lessee under a long-term ground leasehold interest in the  
property commonly known as 633 N. St. Clair Street, Chicago, Illinois, as legally described on  
**Exhibit A-2** attached hereto and made a part hereof (the "633 Property") upon which NMHC will  
construct and operate the 633 Outpatient Care Center, a facility for outpatient care (together the  
633 Outpatient Care Center and Galter Pavilion together are referred to herein as the "Overpass  
Buildings," and together the Galter Property and 633 Property are referred to herein as the  
"Properties");

**WHEREAS**, NMHC is the sole corporate member of NMH;

**WHEREAS**, Grantee has proposed the construction and development of an enclosed  
pedestrian overpass (the "Overpass") to connect the 633 Outpatient Care Center and the Galter  
Pavilion over and above the grade of the City's public right-of-way ("Street") by approximately  
1,290 square feet, more or less and 31,276 cubic feet, more or less ("Easement Area"), as more  
fully described on the Plat of Easement ("Plat") attached hereto as **Exhibit B:** and

**WHEREAS**, the Overpass will require the use of the Street, specifically use of certain of the air rights above E. Erie Street, as more fully depicted on the Plat; and

**WHEREAS**, the Grantee requires the use of the Overpass, which lies above the grade of the Street, and the Easement Area, for safe pedestrian movement within the Overpass Buildings; and

**WHEREAS**, the Overpass will promote public health, safety and welfare by supporting healthcare in the City of Chicago and by allowing patients, staff and other visitors to traverse between the Properties and connect to a system of bridges and other elevated walkways extending through the entire Streeterville campus, all at a level that is grade separated from vehicular traffic on E. Erie Street and the streets in such campus, as provided in this Agreement; and

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

1. **Grant of Easement.** Subject to the terms and conditions stated in this Agreement, the City hereby grants to Grantees as tenants in common an easement ("Easement") to use and occupy, in accordance with this Agreement, those certain limited air rights in the Easement Area for the construction, installation, use, operation, maintenance, repair and replacement of the Overpass. The public way Easement granted pursuant to this Agreement constitutes a contemporaneous grant of interest in real property and is not executory in nature. The interest in the Easement granted to NMH is intended to benefit the Galter Property and shall be deemed appurtenant thereto, with the burdens and benefits of such grant running with the land of the NMH Property. The interest in the Easement granted to NMHC is intended to benefit its leasehold in the 633 Property and shall be deemed appurtenant thereto, with the burdens and benefits of such grant running with the leasehold in the NMH Property, all as provided herein. The Grantees shall be jointly and severally liable for all obligations of Grantees hereunder, including liability for any warranty or representation made by either of the Grantees. The Parties hereto may, upon agreement, substitute a revised Easement legal description for the Easement legal description set forth on Exhibit B attached hereto and made a part hereof, subject to review and approval of the City's Corporation Counsel.

2. **Term.**

(a) The Easement is granted for a term of twenty (20) years subject to the provisions of Sections 2(b), 11 and 12 (the "Term").

(b) Grantees shall have the right to terminate the Term at any time prior to its expiration by serving notice to City with an intended effective date of termination subject to Section 12, provided that Grantees are not at the time of the notice in Default as provided in Section 11.

**3. Title Warranties.**

(a) The Easement is granted subject to the extent of City's legal interest in and authority over dedicated public ways located within its corporate boundary.

(b) Grantees hereby jointly and individually represent and warrant to the City that NMH is the owner of the Galter Property and NMHC is the holder of a leasehold interest in the 633 Property, each with sufficient title to or sufficient leasehold interest in the respective Properties to agree and bind the Properties to the obligations set forth in this Agreement. Any termination of the leasehold interest during the Term, except if the leasehold interest is merged into the fee simple interest and NMHC becomes owner of the fee simple interest, shall be a material breach of this Agreement pursuant to Section 11.

(c) Grantees agree that they will not transfer any interest in the Easement, except to a transferee of their respective ownership or leasehold interest, and that no such transfer will be without prior written consent by the Commissioner of the City's Department of Transportation ("Commissioner").

(d) The Grantees hereby represent and warrant that both NMH and NMHC are on the Effective Date, and will remain at all times during the Term, i) Illinois not-for-profit corporations, and ii) and qualified tax-exempt charitable organizations pursuant to §501(c)(3) of the Internal Revenue Code. Grantees further agree to take all necessary actions to maintain both such statuses as to both Grantees during the Term. In the event that during the Term either Grantee receives notice from the applicable agency of a change in either of the Grantees' not-for-profit or tax-exempt status as stated herein, Grantees shall immediately notify City and provide copies of the notification including any documents included with it. Any such notification of a change in status shall be deemed conclusive evidence of a material breach pursuant to Section 11 below, subject to cure as provided in Section 11 below.

**4. Compensation**

(a) There shall be no compensation due for the grant of the Easement, subject to the provisions of this Section 4.

(b) In the event of the termination of the leasehold as described in Section 3(b) above, Grantees shall pay compensation prorated for the balance of the Term (including any extension of the Term as provided in Section 12) after the lease termination in an amount that is one half of the amount determined by City as representing the fair market value of the Easement, including the benefits appurtenant to the Properties from the grant of the Easement, as established by City's appraisal.

(c) In the event of the breach of the representation and warranty in Section 3(d) above, Grantees shall pay compensation prorated for the balance of the Term after the breach in an amount determined by City as representing the fair market value of the Easement, including the benefits appurtenant to the Properties from the grant of the Easement, as established by City's appraisal.

(d) In the event that Grantee fails to complete the Removal and Restoration Work as required in the first sentence of Section 12, Grantees shall pay compensation as provided in Section 4(c) from the date of expiration or date of termination in the notice until the actual completion of the Removal and Restoration Work.

5. **Grantees' Construction and Maintenance Obligations.**

(a) The Grantees, at their sole cost and expense, shall design, construct, install, use, operate, maintain, repair and replace the Overpass in accordance with this Agreement.

(b) Prior to the commencement of the construction, installation or removal of the Overpass, including any reconstruction or replacement thereof, the Grantees shall obtain Commissioner's written approval of proposed plans consistent with **Exhibit C**, which is attached hereto and incorporated herein,. Upon Commissioner's approval of the Plans (as approved, "Plans"), Grantees shall be obligated to perform all work and procure all materials necessary and appropriate for the completion of such construction, installation or removal of the Overpass ("Work") in accordance with the Plans.

(c) The Grantees expressly warrant that the Overpass shall be designed, constructed, designed, constructed, installed, used, operated, maintained, repaired and replaced, and all Work performed in compliance with all applicable federal, state and local laws and regulations ("Laws") including, but not limited to: (1) the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq., and the regulations promulgated thereunder; (2) the Illinois Environmental Barriers Act (410 ILCS 25/ 1 et seq. (1996)); (3) The Illinois Accessibility Code, 71 Ill. A. Code 400; and (4) all local City ordinances. codes, regulations.

(d) The Grantees shall be responsible for obtaining permits and approvals for and paying for any and all removals, relocations, alterations, additional maintenance or restorations of or to any utility or public service structures or facilities which are or may be necessary or appropriate, in the reasonable opinion of the Commissioner, to enable or facilitate the Work or to construct, install, use, operate, maintain, repair or replace the Overpass. This includes any structures or facilities located in or adjacent to the Easement Area or the Street, whether owned or controlled by the City or another entity, including pavements, bridges, poles, and other utility facilities. The Grantees shall be responsible for obtaining the consent of and making suitable arrangements with all persons or entities owning or controlling such structures or facilities.

(e) The Grantees shall secure all necessary permits required for the Work by Laws, including but not limited to applicable building and public way permits.

(f) Upon its completion and subject to applicable occupancy permits, Grantees shall cause the Overpass to be open for use by the public to the extent of the permission granted by Grantees to the public to be within the Overpass Buildings, including at times when the Overpass Buildings are open to the public.

(g) Until removal of the Overpass, Grantees shall conduct regular inspections of the Overpass and the Easement Area and maintain records of such inspections and all maintenance,



in accordance with Laws. All Overpass and Easement Area inspection and maintenance records shall be made available to City promptly upon written request.

(h) Grantees shall maintain the Overpass and Easement Area in a structurally sound, clean, aesthetically attractive, and usable condition consistent with Law and with other obligations in this Agreement. Notwithstanding the foregoing, the City reserves the right to access and inspect the Overpass and Easement Area for purposes provided by Law, including assuring Grantees' compliance with their obligations in this Agreement.

(i) Grantees shall cooperate with the City concerning the coordination of uses of the public way, including providing immediate responses and access to City and other first response agencies in the event of an emergency involving or affecting public safety. Cooperation shall also include Grantees providing prompt responses to inquiries, attending meetings and site visits, and providing complete disclosure of information concerning the Easement Area and Overpass.

(j) Grantees shall pay for any and all utility service with respect to the construction, installation, use, operation, maintenance, repair, or replacement of the Overpass, or any part of the Easement Area.

(k) Grantees shall maintain the Easement Area and Overpass so that the improvement does not unreasonably interfere with the use of the public way by the City, the public, or any person or entity authorized to use or occupy the public way.

(l) Grantees shall provide appropriate security over the Easement Area and Overpass at their sole cost and expense.

#### 6. **Uses of the Overpass and the Easement Area.**

(a) The Grantees shall not attach or post any messages, signs, symbols, art or advertising of any kind on the Overpass, or on the interior of the Overpass which may be visible from the Street, other than the name of Grantees' medical facility as may be permitted under applicable processes as shown in the Plans. The Grantees shall not lease nor enter into any agreement for use of the Overpass or Easement Area for advertising or promotion purposes.

(b) The Grantees may not authorize any use or occupancy of the Overpass for any purpose that will substantially interfere with the use of the Overpass by the public for passage between the Overpass Buildings, or with the use or improvement of the public ways outside the Easement Area. Subject to such limitation, the Grantees may utilize the Overpass for exhibits, displays and similar uses.

(c) Grantees may establish reasonable rules and regulations related to the use by the public of the Overpass. Grantees may at their sole discretion control the use of and access to the Buildings through the Overpass.

7. **City Has No Maintenance and Operational Duties.** The Grantees acknowledge that City is not responsible for the operation, maintenance, repair, and/or

replacement of or security in the Easement Area and the Overpass, and City has no obligations with respect thereto.

8. **Indemnity.** Grantees hereby agree to indemnify, defend and hold the City, its officers, agents or employees (“City Parties”) harmless from and against any and all claims, demands, damages, lawsuits, legal proceedings, losses, liens, liabilities, judgments, orders or decrees, and all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, and other reasonable expenses related to litigation) (altogether, (“Claims”), for personal injury or property damage arising or resulting from the Overpass, the Work, or Grantees’ entry to or use of the Easement Area or Street, except to the extent such Claim is proximately caused by tortious conduct of a City Party. If City receives notice of a Claim, it will notify Grantees in a timely manner, and deliver copies of all documents received with notice of the Claim, and, if City elects in its sole discretion, tender the defense of the Claim to the Grantees. In the event of such tender, Grantees shall appear and diligently defend the City against the Claim and pay all expenses arising therefrom as provided in this Section, but Grantees shall not be entitled to settle any Claim without the approval of the City which approval shall not be unreasonably withheld or denied. This indemnity shall not be the exclusive remedy of the City, and City reserves whatever other rights of indemnities it may have under common law, by statute, or by ordinance. This indemnity for Claims arising as a result of events occurring during the Term shall survive the expiration or termination of the Easement or this Agreement.

9. **Insurance.** The Grantees shall procure and maintain, at all times, or shall cause to be procured and maintained, and submit proof thereof, all of the types and coverages of insurance specified in Exhibit D which is attached and incorporated, at the times stated therein, with insurance companies authorized to do business in the State of Illinois, covering all activities and operations under this Agreement, including construction, operation, maintenance and removal phases, whether performed by the Grantees or any of its contractors. The Grantees’ liability coverages may be provided through its captive insurance company, if approved by the City as provided in Exhibit D. Unless otherwise provided for by the authorized representative of the City Department, Grantees must register with the City’s online insurance certificate portal as specified in Exhibit D. Grantees shall be responsible for ensuring that Grantees’ insurance agent or provider responds to requests generated by and sent via email from the City’s online insurance certificate portal requiring the upload of a certificate of insurance (COI) or any other required insurance documents directly into the portal. Grantee is further responsible for ensuring that any requests for insurance documentation during the Term are provided through the City’s online insurance certificate portal and that all such information uploaded is accurate and meets the requirements of Exhibit D. COIs may not be submitted to the City via mail, email, fax, or other means unless specifically requested or agreed to by the City in that format. Grantees shall not be authorized to begin the Work prior to registration in and receipt of COI in the City’s online insurance certificate portal, without the written authorization of the City Comptroller.

10. **Not Used.**

11. **Default.** The Grantees shall be in default hereunder in the event of a material breach by Grantees of any term or condition of this Agreement including, but not limited to,

a representation or warranty, where Grantees have failed to cure such breach within sixty (60) days after receipt of written notice of breach by City setting forth the nature of such breach. In the event that City's notice articulates and describes a condition involving an unreasonable risk of imminent injury or death of any person, or of imminent substantial damage to a third party's property, including public property ("Emergency"), then the time for cure of such breach shall be the time stated by City in its notice. Failure of City to give written notice of breach to Grantees, including a notice involving an Emergency, shall not be deemed to be a waiver of the City's right to assert such breach or declare an Emergency at a later time. If the default is not capable of being cured within the sixty (60) day period, then the sixty (60) day period shall be extended for the length of time that is reasonably necessary to cure the default, provided that Grantees have commenced to cure the default promptly upon discovery of the default or receipt of the notice, whichever is earlier, and Grantees diligently pursue cure of such default until completion. If the default is not cured in the time period provided for herein, the City may terminate the Easement by serving the Grantees with written notice, which will have an effective date that is not less than 3 months after the date of such notice, and in addition to such termination may institute such proceedings at law or in equity as may be necessary or desirable to recover damages, and to cure and remedy any default, including the failure or refusal to timely commence, diligently pursue and complete the Removal and Restoration Work at the Grantees' sole expense as provided in Section 12 below.

12. **Removal and Restoration upon Termination or Expiration**. Prior to expiration of the Term, or the effective date of any notice of termination served under Sections 2(b) or 11, Grantees, shall (1) obtain Commissioner's approval of Plans for the removal of the Overpass and the restoration of the Easement Area and the Street, (2) completely remove the Overpass and all facilities and improvements from the Easement Area and the Street, and (3) restore the Easement Area and the Street to the extent altered, disturbed, or damaged by the installation, construction, use, operation, inspection, maintenance, repair, replacement or removal of the Overpass, and all Work related thereto, to a proper condition to the satisfaction of the Commissioner and in accordance with the Municipal Code of Chicago (together, "Removal and Restoration Work"). If Grantees fail to complete the Removal and Restoration Work prior to the expiration of the Term or the effective date in a termination notice, the Term shall be extended until Grantees complete the Removal and Restoration Work; provided, however, that the City may deny such extension of the Term by providing notice to Grantees of City's intention to perform such Removal and Restoration Work for Grantees, further provided, however, if the Grantees are delayed in performing such Removal and Restoration Work because of acts of God, strikes or other similar labor actions, unseasonable adverse weather, equipment or transmission failure or damage reasonably beyond Grantees' control, riots or civil unrest, or other causes reasonably beyond Grantees' control, including delay by the City (collectively, "Force Majeure Events") and Grantees promptly provide City with written notice of one or more Force Majeure Events, City agrees not to perform such Removal and Restoration Work until after the conclusion of the delay caused by such Force Majeure Event(s). In the event that City serves such a notice, Grantees shall be deemed to have granted City, to the extent of their interest therein, a temporary license to enter and occupy portions of the Properties necessary and appropriate to perform such Removal and Restoration Work, and within 60 days of

delivery of City's invoice detailing its costs and expenses arising from performance of such Work on behalf of the Grantees, Grantees shall reimburse the City in the amount stated in such invoice. The Easement will terminate upon Grantees' completion of the Removal and Restoration Work, or the City's commencement of performing the Removal and Restoration Work as provided in this Section 12.

13. **Notices.** Any and all notices or other communications required or permitted pursuant hereto shall be in writing and shall be deemed to have been given if and when (a) personally delivered or (b) on the next following business day if transmitted by reputable overnight carrier. Grantees may alternatively serve notice to the City by email which shall be effective upon confirmation of receipt by City. Notices shall be addressed to Grantees and City at their respective addresses set forth below, or to such substitute address as Grantees or City may have designated by notice in accordance herewith:

If to City:

Commissioner of Transportation  
2 North LaSalle Street, Room 800  
Chicago, Illinois 60602  
Attn: Maps and Plats/ Vacations  
Email: william.higgins@cityofchicago.org

With a copy to:

Department of Law  
121 North LaSalle Street, Room 600  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division  
Email: lisa.misher@cityofchicago.org

If to Grantees:

Northwestern Memorial HealthCare  
211 East Ontario Street, 8th Floor  
Chicago, Illinois 60611

With a copy to:

Northwestern Memorial HealthCare  
211 East Ontario Street, 18th Floor  
Chicago, Illinois 60611  
Attention: General Counsel

14. **Illinois Law and Local Venue.** This Agreement has been negotiated, executed and delivered at Chicago, Illinois and shall be construed and enforced in accordance with the laws of Illinois, including the law of public trust with respect to the use and occupation of the public way. In the event that an adjudication of any kind shall be required in connection with this Agreement, the Parties agree that the venue therefor shall

be the state or federal courts located in Cook County, Illinois, whichever may be applicable.

15. **No Third-Party Beneficiaries.** This Agreement shall be binding upon and inure to the benefit solely of Grantees and City and their respective successors, assigns, licensees and legal representatives. This document and the terms hereof are intended solely for the benefit of the parties hereto and their successors, licensee and assigns, as expressly referred to herein. No other person shall have any rights, responsibilities or obligations hereunder nor may such person enforce any of the terms or be entitled to any of the benefits hereof.

16. **Authority and Validity.** The undersigned representative of Grantees represents and warrants to City that this Agreement has been duly authorized, executed and delivered in accordance with the applicable governing board of Grantees, such that this Agreement constitutes the legal, valid and binding obligation of Grantees, enforceable against Grantees in accordance with its terms. City represents that its execution of this Agreement has been authorized by an ordinance approved by City Council on \_\_\_\_\_, 2024 (C.J. pp, \_\_\_\_\_ - \_\_\_\_\_).

17. **Miscellaneous.**

(a) The rights and obligations of Grantees under this Agreement shall be benefits and covenants running with the Property and be binding upon and enforceable by the Grantees, its successors and assigns as to its interest in the Property.

(b) If any clause, sentence or other portion of this Agreement shall become illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portion hereof shall remain in full force and effect.

(c) If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word or the application thereof is held invalid, illegal, null or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remainder of this Agreement shall be construed as if such invalid part were never included and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law provided that this Agreement, in its entirety as so reconstituted, does not represent a material change to the rights or obligations of either of the Parties.

(d) In the event the time for performance hereunder falls on a Saturday, Sunday, or legal holiday, the actual time for performance shall be the next business day.

(e) This Agreement constitutes the entire contract between the Parties with respect to the subject matter of this Agreement and may not be modified except by an instrument in writing signed by all the Parties.

(f) Each Party agrees that it will execute and deliver such other reasonable documents and take such other reasonable actions as may be reasonably requested by the other party to effectuate the purposes and intention of this Agreement.

18. **Failure To Maintain Eligibility To Do Business With The City.** Failure by

Grantees or any controlling person (as defined in Section 1-23-010 of the Municipal Code of Chicago) thereof to maintain eligibility to do business with the City of Chicago as required by Section 1-23-030 of the Municipal Code of Chicago shall be grounds for termination of the Agreement and the transactions contemplated thereby.

19. **Inspector General**. It is the duty of every officer, employee, department, agency, contractor, subcontractor, Grantees and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the City's Inspector General in any investigation or hearing undertaken pursuant to Chapter 2-56, respectively, of the Municipal Code of Chicago. The Grantees understand and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago.

THE BALANCE OF THIS PAGE IS INTENTIONALLY LEFT BLANK

**IN WITNESS** WHEREOF, Grantees and City have caused this Agreement to be executed by their duly authorized officers, as of the Effective Date.

**NORTHWESTERN MEMORIAL HOSPITAL,**  
an Illinois not-for-profit corporation

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**NORTHWESTERN MEMORIAL HEALTHCARE,**  
an Illinois not-for-profit corporation

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**CITY OF CHICAGO,**  
An Illinois home rule municipality

**By:** \_\_\_\_\_  
Thomas Carney,  
Commissioner of Transportation

Approved As To Form And Legality (excluding the Legal Descriptions):

**By:** \_\_\_\_\_  
Assistant Corporation Counsel

State of Illinois )  
                                      ) ss  
County of Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the \_\_\_\_\_ of Northwestern Memorial Hospital, an Illinois not-for-profit 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 under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public (SEAL)

State of Illinois )  
                                      ) ss  
County of Cook )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to the \_\_\_\_\_ of Northwestern Memorial HealthCare, an Illinois not-for-profit 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 under oath that as such, he/she signed and delivered the instrument, as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public (SEAL)

State of Illinois )  
                                      ) ss  
County of Cook )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Thomas Carney, personally known to me to be the Commissioner of Transportation of the CITY OF CHICAGO, an Illinois home rule municipality, 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 as such Commissioner, he signed and delivered the said instrument, as the free and voluntary act of the City of Chicago, for the uses and purposes therein set forth.

\_\_\_\_\_  
Notary Public (SEAL)



EXHIBIT A-1  
LEGAL DESCRIPTION OF GALTER PAVILION

PARCEL 1:

LOTS 1 TO 9 IN THE SUBDIVISION OF LOT A IN NEWBERRY'S SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH 1/2 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

LOTS 1 TO 9 INCLUSIVE IN NEWBERRY ESTATE SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 3:

THE EAST AND WEST VACATED ALLEY LYING BETWEEN PARCELS 1 AND 2 AFORESAID;

PARCEL 4:

EASEMENT IN FAVOR OF PARCELS 1, 2 AND 3 FOR STRUCTURAL MEMBERS, COLUMNS, BEAMS AND OTHER SUPPORTING COMPONENTS; PEDESTRIAN INGRESS AND EGRESS FOR THOSE SERVICES TO BE PROVIDED BY NORTHWESTERN MEDICAL FACULTY FOUNDATION, INC. AND FOR TRANSPORTATION OF EQUIPMENT, MATERIAL AND SUPPLIES; INGRESS AND EGRESS AND TO TRANSPORT EQUIPMENT, MATERIAL AND SUPPLIES; THE RIGHT TO INSTALL, USE, REMOVE AND REPLACE FACILITIES WHICH SERVICE THE AMBULATORY CARE CENTER; MAINTENANCE OF ENCROACHMENTS AND GENERAL INGRESS AND EGRESS, AS CREATED BY EASEMENT AND OPERATING AGREEMENT RECORDED FEBRUARY 22, 1995 AS DOCUMENT 95124055 OVER THE FOLLOWING DESCRIBED REAL ESTATE:

THAT PART OF THE PROPERTY AND SPACE LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 229.58 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE HAVING AN ELEVATION OF 346.06 FEET ABOVE CHICAGO CITY DATUM, EXCEPTING THEREFROM THAT PART LYING ABOVE A HORIZONTAL PLANE HAVING AN ELEVATION OF 257.06 FEET ABOVE CHICAGO CITY DATUM AND BELOW A HORIZONTAL PLANE 278.06 FEET ABOVE CHICAGO CITY DATUM, AND LYING WITHIN THE BOUNDARIES, PROJECTED VERTICALLY, OF A PARCEL OF LAND COMPRISED OF PARTS OF LOTS 1 AND 8, AND ALL OF LOTS 2 THROUGH 7 INCLUSIVE, IN THE SUBDIVISION OF LOT A IN NEWBERRY'S SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION TO CHICAGO IN THE NORTH HALF OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PARTS OF LOTS 1 AND 8, AND ALL LOTS 2 THROUGH 7 INCLUSIVE, IN NEWBERRY ESTATE SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, TOGETHER WITH A PART OF THE EAST AND WEST 18 FOOT WIDE ALLEY (VACATED BY ORDINANCE PASSED MAY 25, 1950 AND RECORDED JUNE 15, 1950 AS DOCUMENT NUMBER 14827730) LYING BETWEEN AND ADJOINING THE AFORESAID SUBDIVISIONS, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF BLOCK 43, AND THE SOUTH LINE OF EAST HURON STREET, WHICH IS 14.76 FEET EAST FROM THE NORTHWEST CORNER OF SAID BLOCK; THENCE EAST ALONG SAID NORTH LINE (BEING ALSO THE SOUTH LINE OF EAST HURON STREET), A DISTANCE OF 184.67 FEET TO A POINT; THENCE SOUTH ALONG A LINE DRAWN PARALLEL WITH, AND 199.43 FEET EAST FROM THE WEST LINE OF SAID BLOCK, A DISTANCE OF 218.31 FEET TO A POINT ON THE SOUTH LINE OF SAID BLOCK 43; THENCE WEST ALONG SAID SOUTH LINE OF BLOCK 43 (BEING ALSO THE NORTH LINE OF EAST ERIE STREET), A DISTANCE OF 184.67 FEET TO A POINT 14.76 FEET EAST FROM THE WEST LINE OF SAID BLOCK; THENCE NORTH ALONG A LINE DRAWN 14.76 FEET EAST FROM AND PARALLEL WITH SAID WEST LINE OF BLOCK 43, A DISTANCE OF 218.27 FEET TO THE POINT OF BEGINNING; IN COOK COUNTY, ILLINOIS.

Commonly known as: 675 N. St Clair St., Chicago Illinois Property Index No.:17-10-202-091-0000, 17-10-202-092-0000, 17-10-202-093-0000, 17-10-202-095-0000, 17-10-202-096-0000, 17-10-202-097-0000

EXHIBIT A-2  
LEGAL DESCRIPTION OF 633 N. ST. CLAIR STREET

PARCEL 1:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 27, TOGETHER WITH LOT 26 (EXCEPT THE EAST 18 FEET THEREOF); IN THE SUBDIVISION OF THE WEST 394 FEET (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF) IN BLOCK 32 IN KINZIE'S ADDITION TO CHICAGO IN THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PARCEL OF LAND LYING EAST OF AND ADJOINING THE EAST LINE OF LOT 6, SOUTH OF AND ADJOINING THE SOUTH LINE OF LOT 4, NORTH OF AND ADJOINING THE NORTH LINE OF LOTS 7 AND 8 AND WEST OF THE LINE BETWEEN LOTS 8 AND 9 PROJECTED NORTH TO ITS INTERSECTION WITH THE SOUTHEASTERLY LINE OF LOT 4, IN BLOCK 32 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

ALL THAT PART OF THE NORTH AND SOUTH 18-FOOT PUBLIC ALLEY LYING EAST OF THE EAST LINE OF LOTS 1 TO 4, BOTH INCLUSIVE; LYING WEST OF THE WEST LINE OF LOT 27; LYING SOUTH OF A LINE DRAWN FROM THE NORTHEAST CORNER OF LOT 1 TO THE NORTHWEST CORNER OF LOT 27 AND LYING NORTH OF THE WESTWARDLY EXTENSION OF THE SOUTH LINE OF LOT 27 ALL IN SUBDIVISION OF THE WEST 394 FEET OF BLOCK 32 (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO BEING A SUBDIVISION OF THE NORTH FRACTION OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly known as 633 N. St. Clair St., Chicago, Illinois PIN 17-10-203-001-0000, 17-10-203-002-0000, 17-10-203-003-0000, 17-10-203-004-0000

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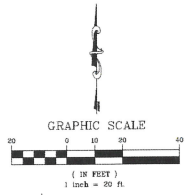
EXHIBIT B  
PLAT OF EASEMENT

# EXHIBIT "A" PLAT OF EASEMENT

## LEGAL DESCRIPTION:

THAT PART OF E. ERIE STREET 74 FOOT PUBLIC RIGHT OF WAY, LYING SOUTH OF AND ADJOINING THAT PART OF LOTS 4 AND 5 IN NEWBERRY ESTATE SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION TO CHICAGO IN SECTION 10, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED FEBRUARY 6, 1888 AS DOCUMENT 60484, AND LYING NORTH OF AND ADJOINING THAT PART OF LOT 1 IN THE SUBDIVISION OF THE WEST 394 FEET OF BLOCK 22 (EXCEPT THE EAST 14 FEET OF THE NORTH 80 FEET THEREOF) IN KINZIE'S ADDITION TO CHICAGO IN SAID SECTION 10, RECORDED JUNE 22, 1881 AS DOCUMENT 333868, AND LYING ABOVE AN ELEVATION OF +31.84 FEET, CITY OF CHICAGO DATUM, AND LYING BELOW AN ELEVATION OF +53.56 FEET, CITY OF CHICAGO DATUM, AND LYING WITHIN THE HORIZONTAL BOUNDARY, PROJECTED VERTICALLY UPWARD FROM SAID LOWER LIMIT, AND DESCRIBED AS FOLLOWS:

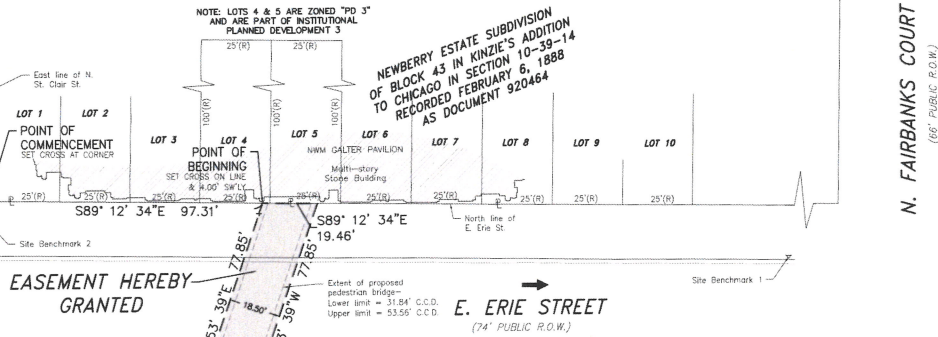
COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID NEWBERRY ESTATE SUBDIVISION OF BLOCK 43 IN KINZIE'S ADDITION, SAID POINT BEING ALSO THE INTERSECTION OF THE NORTH LINE OF E. ERIE STREET WITH THE EAST LINE OF N. ST. CLAIR STREET, THENCE SOUTH 89 DEGREES 12 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE OF E. ERIE STREET, 97.31 FEET TO THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 12 MINUTES 34 SECONDS EAST ALONG SAID NORTH LINE, 19.46 FEET, THENCE SOUTH 18 DEGREES 53 MINUTES 39 SECONDS WEST, 77.85 FEET TO THE SOUTH LINE OF SAID E. ERIE STREET, ALSO BEING ON THE NORTH LINE OF LOT 1 IN SAID SUBDIVISION OF THE WEST 394 FEET OF BLOCK 22 IN KINZIE'S ADDITION, THENCE NORTH 89 DEGREES 12 MINUTES 34 SECONDS WEST ALONG SAID SOUTH LINE, 19.46 FEET, THENCE NORTH 18 DEGREES 53 MINUTES 39 SECONDS EAST, 77.85 FEET TO THE NORTH LINE OF E. ERIE STREET AND POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS, SAID ABOVE DESCRIBED PARCEL CONTAINING 31,276 CUBIC FEET, MORE OR LESS.



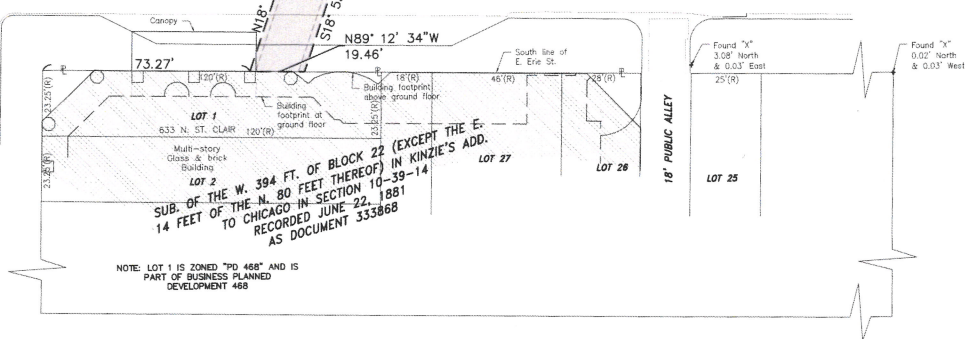
## LEGEND AND ABBREVIATIONS:

- PROPERTY LINE
- EASEMENT AREA
- TRAFFIC DIRECTION
- FOUND PK NAIL
- FOUND REBAR
- SET IRON ROD/PIPE
- SET MAG NAIL
- SET/FOUND CUT CROSS
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION

←  
**E. HURON STREET**  
(74' PUBLIC R.O.W.)



←↑  
**N. ST. CLAIR STREET**  
(66' PUBLIC R.O.W.)



←  
**E. ONTARIO STREET**  
(74' PUBLIC R.O.W.)

CITY OF CHICAGO BENCHMARK NUMBER 4357

N. Lake Shore Drive & E. Erie Street (northwest corner); Mark cut near the southeast corner of stone ledge on the south side of a multiple story brick building, 45 feet west of the southeast corner of the building about on the north line of E. Erie Street.

Elevation = 13.665'

SITE BENCHMARK 1

Chain bolt on fire hydrant located on the North side of Erie at Emergency Entrance

Elevation = 14.70'

CHICAGO DEPARTMENT OF FINANCE

COOK COUNTY

**AFFECTED P.I.N.'s:**

- 17-10-203-001 (LOT 1) 201-213 E. Erie St.
- 17-10-202-098 (LOT 4) 200-218 E. Erie St.
- 17-10-202-097 (LOT 5)

**CDOT#10-02-23-4065**

SITE BENCHMARK 2

Cut cross at the NE corner of St. Clair St. and Erie St. (TERRA CP #1)

Elevation = 13.18'

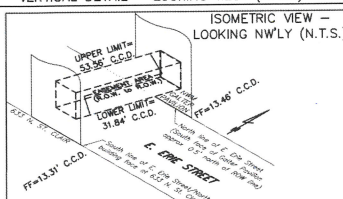
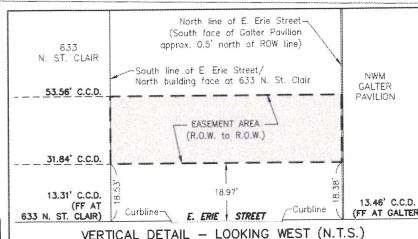
CHICAGO DEPARTMENT OF TRANSPORTATION

**PREPARED FOR:**

Northwestern Memorial HealthCare  
211 E. Ontario St., Suite 800  
Chicago, IL 60611

**MAIL TO:**

Sarah Spanski  
Project Manager, Planning & Construction  
Northwestern Memorial HealthCare  
211 E. Ontario St., Suite 800  
Chicago, IL 60611



### General Notes:

1. All dimensions are given in feet and decimal parts thereof.
2. All bearings and distances are based on Illinois State Plane Coordinate System, East Zone, NAD83 (2011 adjustment), GPS derived.
3. All elevations shown are referenced to City of Chicago (C.C.D.) datum.
4. No dimensions shall be derived from scale measurement.
5. Fieldwork completed August 24, 2023.
6. Elevations referenced in the legal description shown hereon are from the "Northwestern Medicine - Hyatt Bridge" plan set, issued for schematic design by Gensler, and dated August 31, 2023. Per Sheet A3.2, Finished Floor (FF) Elevation of Level 01 at 633 N. St. Clair = 0' 6" (Assumed datum). The surveyor observed a FF Elevation of 13.31' C.C.D. at the 633 N. St. Clair entrance on E. Erie Street. This survey assumes that Level 01 FF Elevation of 0' 6" = 13.31' C.C.D.

STATE OF ILLINOIS  
COUNTY OF COOK

We, Terra Engineering, Ltd., Illinois Professional Design Firm 184-003610, hereby certify that the property hereon described was surveyed under the direct supervision of an Illinois Professional Land Surveyor and that this Professional Service conforms to the current Illinois Minimum Standards for a Boundary Survey.

Given under my hand and seal in Chicago, Illinois, this 3rd day of April, 2024.

Terra Engineering, Ltd.

Thomas C. Baumgartner

THOMAS C. BAUMGARTNER, ILLINOIS LAND SURVEYOR NO. 3142  
LICENSE EXPIRATION 11-30-2024



### # Date Description

#	Date	Description
1	04-03-24	Issued



225 W. Ohio Street  
4th Floor  
Chicago, IL 60654  
ILLINOIS PROFESSIONAL DESIGN FIRM 184-003610

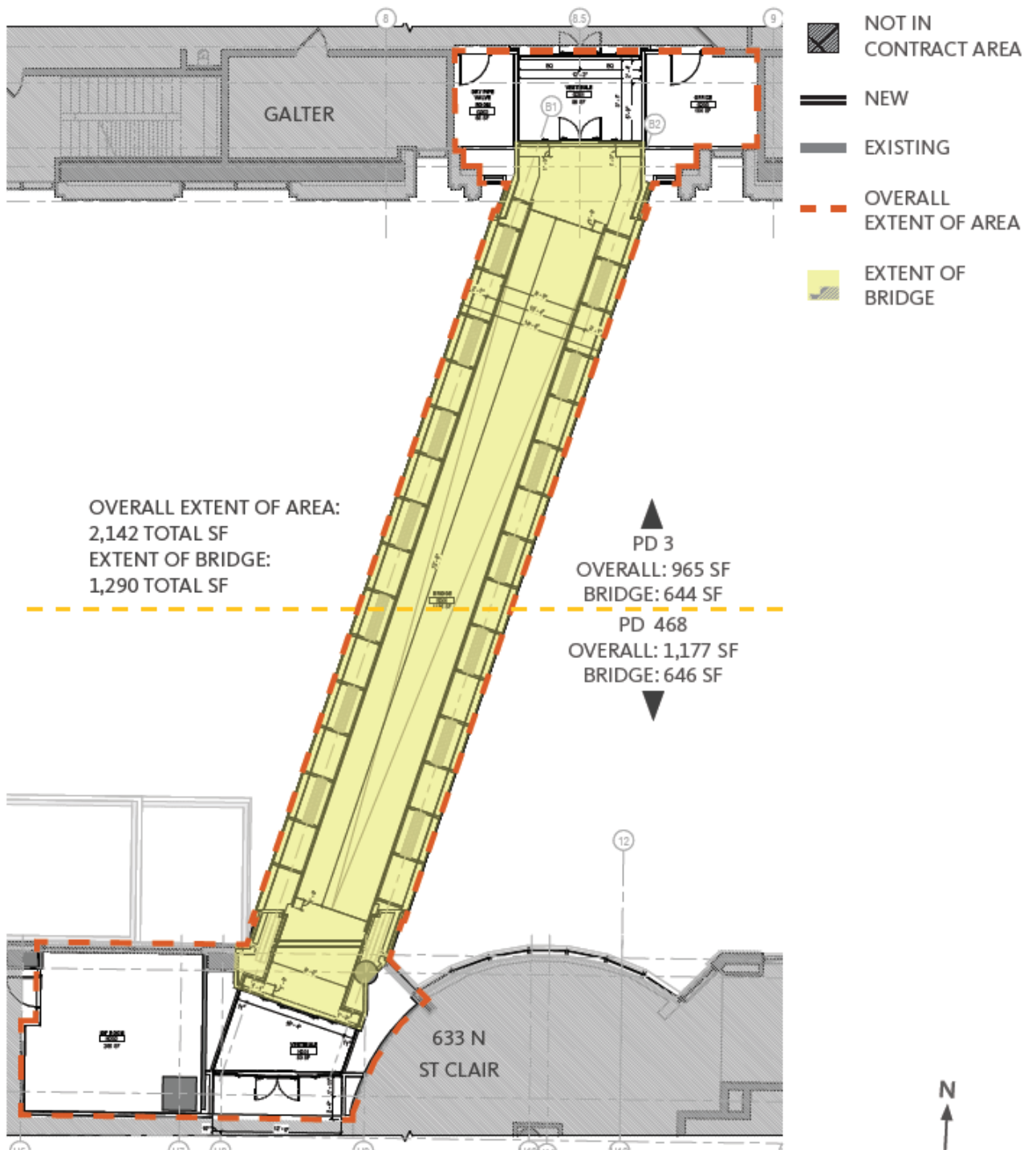
### Project Information

PROJECT # 23-234  
DRAWN BY: LAG  
CHECKED BY: MAW  
APPROVED BY: TEB  
CLIENT:  
NORTHWESTERN HEALTHCARE  
211 E. ONTARIO STREET  
SUITE 800  
CHICAGO, IL 60611

**ERIE PEDESTRIAN BRIDGE**  
633 N. ST. CLAIR STREET  
CHICAGO, IL

EXHIBIT C  
DESIGN OF OVERPASS

# LEVEL 2 PROPOSED BRIDGE FLOOR PLAN

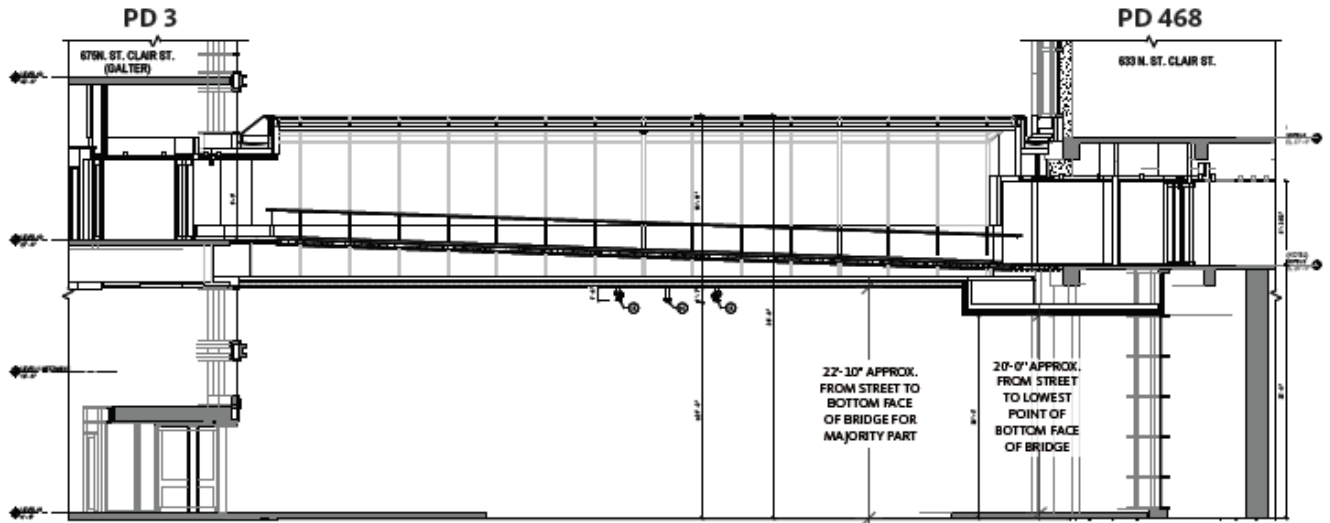


Applicant: Northwestern Memorial HealthCare  
 Address: 201 - 221 E. Erie Street, 631 - 649 N. St. Clair Street, 200-212 E. Ontario Street

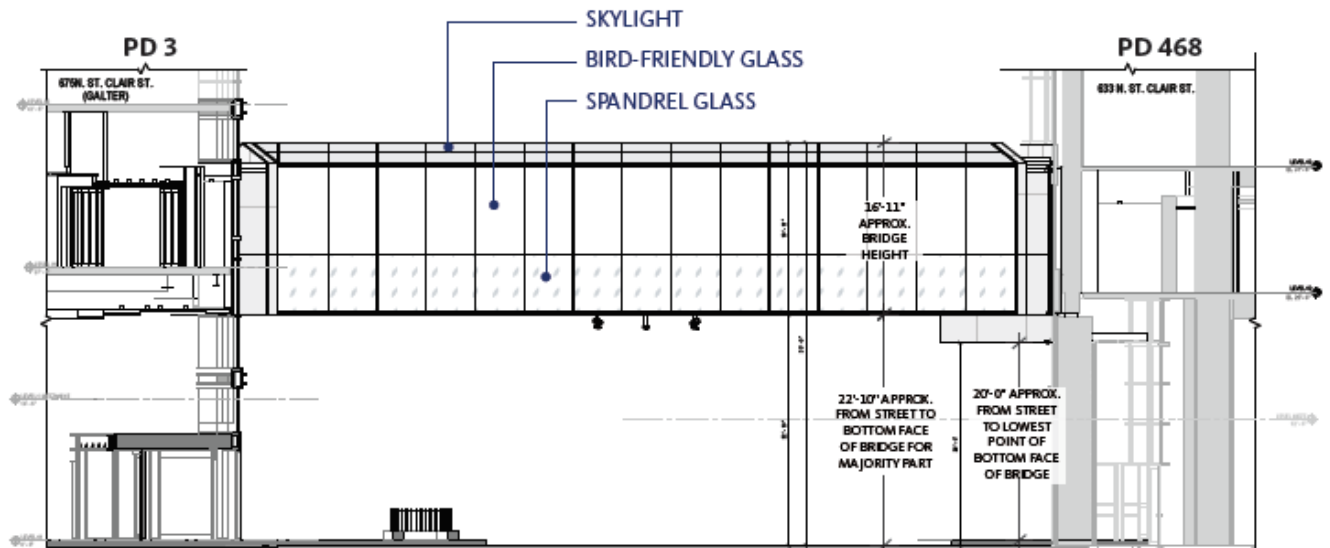
November 30, 2023 **Gensler**  
 Drawings Not to Scale 10

# PROPOSED BRIDGE ELEVATION

EXISTING FEINBERG/LAVIN BRIDGE: 20' - 8" FROM STREET TO BOTTOM FACE



SECTION FACING EAST



ELEVATION FACING EAST

EXHIBIT D  
INSURANCE

For purposes of this Exhibit D, “Contractor” shall mean Grantees and Subcontractor shall mean contractors and subcontractors of Grantees.

OFFICE OF THE MAYOR

**MAYR-001-CONSTRUCTION-LARGE \$3-MILLION or ABOVE**

**Last update 04/01/24**

Contractor must provide and maintain at Contractor’s own expense, during the term of the Agreement and during the time period following expiration if Contractor is required to return and perform any work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

**A. INSURANCE REQUIRED FROM CONTRACTOR**

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

The contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: all premises and operations, products/completed operations (for a minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer’s Liability exclusion is not permitted. Where the general aggregate limit



applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form CG 2010 10 01 and CG 2037 10 01 or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### 3) Automobile Liability

A Business Auto Policy covering any motor vehicles (owned, non-owned and hired) which are used in connection with work, services, or operations to be performed, must be maintained by the Vendor/Contractor. Limits of not less than \$1,000,000 per accident for bodily injury and property damage and covering the ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or services. The City is to be added as an additional insured on a primary, non-contributory basis. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

### 4) Umbrella or Excess

Umbrella or Excess Liability Insurance must be maintained with limits of not less than \$10,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The

Excess/Umbrella policy/policies must be primary without the right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractors may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required under in Workers' Compensation, Employer's Liability, Commercial General Liability, and Automobile Liability.

<sup>1</sup> Insurance coverages that begin with “**when,**” “**if,**” or “**where,**” are considered conditional, and it is the Contractor/Vendor's responsibility to obtain the applicable coverage when performing such work, service, or operation as described in the conditional coverage paragraph(s). If it is determined that a conditional coverage is not initially applicable, it is the Contractor's continuing responsibility to update the insurance coverage as needed. If at any time, the Contractor or City determines that a conditional coverage is applicable, the Contractor shall not perform the work, service, or operation in connection with the contract until evidence of all applicable insurance coverage is provided to the City.

- 5) Sexual Abuse or Molestation (SAM) Liability - **Not Required**
- 6) Professional Liability - **Not Required**
- 7) Professional/Pharmacists Liability - **Not Required**
- 8) Cyber Liability- **Not Required**
- 9) Pollution Liability Insurance

When any remediation work or services performed involves a potential pollution risk that may arise from the operations in connection with the project that may fall under the scope and direction of the Mortgagor, the General Contractor or any Subcontractor in connection with the Project; Contractors Pollution Liability must be maintained with limits no less than **\$2,000,000** per occurrence or claim and **\$5,000,000** aggregate per policy period of one year. Coverage must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation, and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional

insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The City is to be named as an additional insured on a primary, non-contributory basis. Developer/Contractor, the General Contractor and any Subcontractor shall comply with any additional insurance requirements that are stipulated by the Interstate Commerce Commission's regulations, Title 49 of the Code of Federal Regulations, Department of Transportation; Title 40 of the Code of Federal Regulations, Protection of the Environment and any other federal, state or local regulations concerning the removal and transportation of Hazardous Materials.

The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

10) Valuable Papers (when applicable)

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

11) Blanket Crime (when applicable)

Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by employee dishonesty, forgery or alteration, funds transfer fraud, robbery, theft, destruction or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit shall be written to cover losses in the amount of the maximum monies collected or received and in the possession of Contractor at any given time under this Agreement.

12) Garage Liability (when applicable)

Where the business operations entail automobile or truck garages, Commercial Garage Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence for Auto Liability, Other than Auto Liability and Personal Injury and a \$2,000,000 aggregate for Other than Auto Liability for bodily injury and property damage liability. Coverage must include but not be limited to the following: all premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent) must be included. Coverage extensions must include Garage Keepers Legal Liability for limits of a minimum of \$250,000.

The City must be provided with an additional insured status with respect to liability arising out of Contractor's work, services or operations performed on behalf of the City. The City's additional

insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. A copy of the physical "Additional Insured" endorsement must accompany the Certificate of Insurance when submitted. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

The Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies. The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

13) Property

Contractor is responsible for all loss or damage to City property at full replacement cost as a result of the Agreement.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned or used by Contractor.

14) Installation Floater - **Not Required**

15) Builders Risk (when applicable)

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

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

16) Miscellaneous Medical Professional Liability (when applicable)

Miscellaneous Medical Professional Liability Insurance must be maintained or cause to be maintained, covering acts, errors, or omissions related to the supplying of or failure to supply medical services or health care services by paramedics with limits of not less than \$5,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede commencement of medical services under this Contract. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

17) Railroad Protective Liability (when applicable)

When, in connection with the Project, any work is to be done within 50 feet adjacent to or on property owned by a railroad or public transit entity, Contractor shall procure and maintain, or cause to be procured and maintained, with respect to the operations that Developer/Contractor, the General Contractor or any Subcontractor shall perform, railroad protective liability insurance in the name of such railroad or public transit entity. The policy shall have limits of not less than \$2,000,000 per occurrence, combined single limit, and \$6,000,000 in the aggregate for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

18) Marine Protection & Indemnity (when applicable)

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include, but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Contractor.

## **B. Additional Requirements**

**Evidence of Insurance.** Contractor must furnish the City of Chicago, Certificates of Insurance (COI) and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal COIs and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any COI does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect the Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

**Failure to Maintain Insurance.** Failure of the Contractor to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility nor does it relieve Contractor of the obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right

to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium. Copies of the physical endorsements must be provided along with the COI for General Liability, Automobile Liability and Workers Compensation in order to meet the contract insurance requirements.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

Waiver of Subrogation. Contractor hereby waives its rights and its insurer(s)' rights of and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City received a waiver of subrogation endorsement for Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Contractor under this Agreement shall be endorsed to state that Contractor's insurance policy is primary and not contributory with any insurance carrier by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by the Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by the City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Contractor under this Agreement.

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

Insurance and Limits Maintained. If Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and shall be entitled the higher limits and/or broader coverage maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Joint Venture or Limited Liability Company. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

Other Insurance obtained by Contractor. If Contractor desires additional coverages, the Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Contractor shall name the Subcontractor(s) as a named insured(s) under Contractor's insurance or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability

Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Contractor. Contractor shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. The Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured on an endorsement form at least as broad and acceptable to the City. Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Contractor must provide to the City Certificates of Insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Division maintains the right to modify, delete, alter or change these requirements.

#### **Registration and Submittal of Certificate of Insurance through myCOI**

You will receive a registration e-mail from [registration@myCOItracking.com](mailto:registration@myCOItracking.com). Please follow the instructions in the e-mail to complete your registration with myCOI. Outlined within this exhibit are step by step instructions on how to register.

Contractor's organizational contact for this contract and insurance related matters as well as your insurance agent's contact information will be needed for registration.

You do not need to provide a certificate of insurance during your registration; myCOI will work with your agent using the information provided during registration to obtain the certificate of insurance directly from your agent.

Once the certificate of insurance is submitted by your agent and is approved for compliance by myCOI notification will be provided.

Please add the following e-mail addresses to your safe sender list to ensure you receive all e-mail communication from myCOI: [registration@myCOItracking.com](mailto:registration@myCOItracking.com), [certificaterequest@myCOIsolution.com](mailto:certificaterequest@myCOIsolution.com)

If you have any questions, please contact myCOI directly at 317-759-9426, Ext. 105 or via e-mail at [support@myCOItracking.com](mailto:support@myCOItracking.com).