

EXHIBIT A
INFRASTRUCTURE AGREEMENT
(ATTACHED)

LECLAIRE COURTS INFRASTRUCTURE AGREEMENT

This **LECLAIRE COURTS INFRASTRUCTURE AGREEMENT** (this "Agreement") is made and entered into as of _____, 202__ (the "Effective Date"), by and between the **CITY OF CHICAGO**, a home rule unit and municipality under Article VII of the Constitution of the State of Illinois (the "City"), acting by and through its Department of Planning and Development ("DPD"), its Department of Transportation ("CDOT"), and its Department of Water Management ("DWM"), and the **CHICAGO HOUSING AUTHORITY**, an Illinois municipal corporation ("CHA"), and **LECLAIRE PARTNERS, LLC**, an Illinois limited liability company (together with its permitted successors and assigns, the "LLC"). The CHA and the LLC are collectively referred to herein as the "Developers" and each individually as a "Developer."

RECITALS

A. CHA is a public housing authority authorized to develop and operate public housing in the City of Chicago pursuant to the United States Housing Act of 1937 (42 USC §1437, *et seq.*) as amended from time to time and the Illinois Housing Authorities Act (310 ILCS 10).

B. CHA is the owner of the real property legally described in Exhibit A attached hereto (the "Redevelopment Site"). The Redevelopment Site is the location of a former public housing development known as LeClaire Courts.

C. CHA intends to redevelop the Redevelopment Site and, pursuant to that certain Contract for Redevelopment of LeClaire Courts by and between CHA and the LLC dated October 26, 2020, CHA selected the LLC as its co-developer of the Redevelopment Site. The redevelopment of the Redevelopment Site will occur in two or more phases, but this Agreement provides funding for the construction of public improvements across the entire Redevelopment Site (the "Public Improvements"), rather than phasing such construction.

D. The City is now or will become the owner of the public right of way and other real property generally depicted on Exhibit 1 attached hereto and identified as the "Public Improvements Property."

E. The City Council of the City (the "City Council") adopted an ordinance on _____, 2023 (the "Infrastructure Agreement Ordinance") authorizing the Developers to design and construct the Public Improvements on the Public Improvements Property pursuant to this Agreement (the "Work").

F. As part of the Work, the Developers will engage licensed engineers ("Design Consultant(s)") to prepare Plans and Specifications for the construction of the Public Improvements, and will submit the Plans and Specifications to the City for review and approval prior to the commencement of the Work (the "Approved Plans and Specifications"), a copy of which shall be deemed incorporated herein upon approval.

G. Pursuant to this Agreement, the Developers will perform the Work, or cause the Work to be performed, in accordance with the Approved Plans and Specifications. A schedule and a budget for the Work are attached hereto as Exhibit 2 and Exhibit 3, respectively.

H. The City shall retain ownership of the Public Improvements Property and shall become the owner of the Public Improvements upon completion of construction and acceptance in accordance with this Agreement.

I. The City agrees to use available funds in an amount not to exceed \$16,557,263 (the "Guaranteed Maximum Price" or "GMP") to pay the Developers for the costs of the Public Improvements on the entire Redevelopment Site pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, the City and the Developers agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND EXHIBITS; DEFINITIONS.

1.1 Incorporation of Recitals and Exhibits. The above recitals and the exhibits attached hereto are expressly incorporated in and made a part of this Agreement.

1.2 Definitions. For purposes of this Agreement, in addition to the terms defined in the foregoing recitals and elsewhere in this Agreement, the following terms shall have the following meanings:

"Affiliate(s)" when used to indicate a relationship with a specified person or entity, means a person or entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such specified person or entity, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

"Agent(s)" means any agents, employees, contractors, subcontractors, or other persons acting under the control or at the request of either Developer, their Affiliates or their respective contractors.

"AIS" means the City's Department of Assets, Information, and Services.

"Approved Plans and Specifications" is defined in the recitals.

"Bond" is defined in Section 2.7.

"Bundle" is defined in Section 13.3.

"Change Order" means any amendment or modification to the Scope Drawings and/or the Approved Plans and Specifications, any amendment or modification to the Budget (including reallocations in excess of \$100,000 among line items therein), any delay in the Schedule of more than 365 days, or the expenditure of contingency funds of more than \$100,000 in the aggregate for the Public Improvements (as described in Section 3.2 below).

"City Council" is defined in the recitals.

"City Hiring Plan" is defined in Section 13.11(a).

"Commissioner" means the individual holding the office and exercising the responsibilities of the commissioner or acting commissioner of DPD, CDOT, or DWM, as the case may be, or any successor City department, and any authorized designee.

“Completion Certificate” is defined in Section 5.1.

“Construction Fee” is defined in Section 3.4(a).

“Construction Program” is defined in Section 6.3(a).

“Consultant Engineer” is defined in Section 2.8.

“Contaminant” means any of those materials set forth in 415 ILCS 5/3.165, as amended from time to time, that are subject to regulation under any Environmental Law.

“Contribution” is defined in Section 13.3.

“Design Consultant” is defined in the recitals.

“Domestic Partners” is defined in Section 13.3.

“EEO” is defined in Section 3.7.

“Employer” is defined in Section 6.1.

“Environmental Laws” means any federal, state, or local law, statute, ordinance, code, rule, permit, plan, regulation, license, authorization, order, or injunction which pertains to health, safety, any Hazardous Substance or Other Regulated Material, or the environment (including, but not limited to, ground, air, water or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11001 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. § 2601 *et seq.*; the Hazardous Material Transportation Act, 49 U.S.C. § 1801 *et seq.*; the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6901 *et seq.*, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9601 *et seq.* (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Occupational Safety and Health Act, 29 U.S.C. § 651 *et seq.*; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 *et seq.*; the Clean Air Act, 42 U.S.C. § 7401 *et seq.*; the Illinois Environmental Protection Act, 415 ILCS 5/1 *et seq.*; the Gasoline Storage Act, 430 ILCS 15/0.01 *et seq.*; the Sewage and Waste Control Ordinance of the Metropolitan Water Reclamation District of Greater Chicago (“MWRD”); the Municipal Code ; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

“Escrow Agent” means Greater Illinois Title Company.

“Escrow Agreement” is defined in Section 3.3.

“Event of Default” is defined in Section 9.1.

“FOIA” is defined in Section 13.4.

“General Contract” is defined in Section 2.6.

“General Contractor” is defined in Section 2.5.

“Guaranteed Maximum Price” or “GMP” is defined in the recitals.

“Hazardous Substance(s)” has the meaning set forth in 415 ILCS 5/3.215, as amended from time to time.

“Human Rights Ordinance” is defined in Section 6.1(a).

“HUD” means the United States Department of Housing and Urban Development.

“Identified Parties” is defined in Section 13.3.

“IDOT” means the Illinois Department of Transportation.

“IEPA” means the Illinois Environmental Protection Agency.

“IGO Hiring Oversight” is defined in Section 13.11(d).

“Indemnitee” is defined in Section 11.

“Infrastructure Agreement Ordinance” is defined in the recitals.

“Laws” means all applicable federal, state, county, municipal or other laws (including common law), statutes, codes, ordinances, rules, regulations, executive orders or other requirements, now or hereafter in effect, as amended or supplemented from time to time, and any applicable judicial or administrative interpretation thereof, including any applicable judicial or administrative orders, consent decrees or judgments.

“Local Records Act” is defined in Section 13.4.

“MBE/WBE Program” is defined in Section 6.3(a).

“NFR Letter” means the Final No Further Remediation Letter issued by IEPA on May 21, 2014 and recorded on June 9, 2014 with the Cook County Recorder of Deeds as Document Number 1416044026.

“Other Contract” is defined in Section 13.3.

“Other Regulated Material” shall mean any Waste, Contaminant, or any other material, not otherwise specifically listed or designated as a Hazardous Substance, that (a) is or contains: petroleum, including crude oil or any fraction thereof, motor fuel, jet fuel, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel or mixtures of natural gas and such synthetic gas, asbestos, radon, any polychlorinated biphenyl, urea, formaldehyde foam insulation, explosive or radioactive material, materials known to contain per- and polyfluoroalkyl substances, i.e. PFAS, or (b) is a hazard to the environment or to the health or safety of persons.

“Owners” is defined in Section 13.3.

“Payment Review Meeting” is defined in Section 3.5.

“Payroll Summary Report” is defined in Section 3.7.

“Plans and Specifications” means plans, specifications, estimate of quantities, engineer’s estimates, and ancillary engineering reports and analyses.

“Political fundraising committee” is defined in Section 13.3.

“Procurement Program” is defined in Section 6.3(a).

“Prior Expenditures” is defined in Section 3.4(b).

“Public Improvements” is defined in the recitals.

“Public Improvements Property” is defined in the recitals.

“Redevelopment Site” is defined in the recitals.

“Retainage” is defined in Section 3.11.

“Schedule of Values” is defined in Section 3.4(a).

“Scope Drawings” is defined in Section 2.1.

“Second Tier Subcontractors” is defined in Section 3.8(c).

“SRP” means the IEPA’s Site Remediation Program as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder.

“Sub-owners” is defined in Section 13.3.

“Warranty Period” is defined in Section 5.2.

“Waste” means those materials defined in the Illinois Environmental Protection Act, 415 ILCS 5/1 et seq. as waste and identified subcategories thereof, including but not limited to, construction or demolition debris, garbage, household waste, industrial process waste, landfill waste, landscape waste, municipal waste, pollution control waste, potentially infectious medical waste, refuse, or special waste.

“Waste Sections” is defined in Section 13.7.

“Work” is defined in the recitals.

SECTION 2. THE WORK.

2.1 Approved Plans and Specifications. Prior to preparation of the Plans and Specifications, the Design Consultant shall prepare conceptual scope drawings (“Scope Drawings”), which may include traffic modeling and analysis, photometric analysis, and hydraulic analysis for the phased and full build out of the proposed development. The Developers shall submit the Scope Drawings to CDOT and DWM for CDOT’s and DWM’s written approval, which CDOT and DWM may grant or withhold in their sole discretion. Prior to the start of construction of

each phase of the Work, the Developers shall submit to CDOT and DWM for their written approval the Plans and Specifications for the applicable phase of the Work (including a project budget for the Work), which CDOT and DWM may grant or withhold in their sole discretion. The Developers shall construct the applicable phase of the Work in accordance with the Approved Plans and Specifications. The Work shall be completed to “CDOT standards,” which means that all materials and work shall be designed, installed, and constructed in accordance with (i) the most current version of CDOT's Regulations for Opening, Repair and Construction in the Public Way and its appendices and correlated standards of other City departments, or the successor standards or publication adopted by CDOT, (ii) the current AASHTO standards, (iii) the current IDOT standards, and (iv) all applicable DWM standards. Any material deviation from the Approved Plans and Specifications shall be made subject to and in accordance with the terms of Section 2.4 (Change Orders). The Approved Plans and Specifications shall substantially conform to the terms of this Agreement and all applicable Laws. The City shall own the applicable portion of the Public Improvements upon (x) completion of the applicable phase of the Work, (y) turnover by the Developers, and (z) acceptance by the CDOT Commissioner and the DWM Commissioner.

2.2 Other Governmental Approvals. Prior to the start of construction of each phase of the Work, the Developers shall have secured all necessary approvals and permits required by HUD or any Laws and submitted evidence thereof to CDOT.

2.3 Schedule. Any anticipated delay in the Schedule of more than 365 days shall require approval as a Change Order.

2.4 Change Orders. The Developers must submit all Change Orders (and documentation substantiating the need therefor) to the City for the City's written approval, which the City may grant or withhold in its sole discretion. The Developers may not authorize or permit the performance of any work relating to any Change Order or the furnishing of materials in connection therewith prior to the receipt by the Developers of the City's written approval. Each subcontract between the Developers and any subcontractor shall contain a provision to this effect.

2.5 Assignment and Delegation. The Developers may not assign, delegate, subcontract or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless otherwise provided for herein, without the express written consent of the City. Subject to the requirements set forth in Section 2.6, the Developers are authorized to delegate contracting obligations to a general contractor (the “General Contractor”) for the construction of the Work. The absence of a provision in this Agreement authorizing an assignment, delegation or transfer of the Developers' rights or obligations, or the absence of written consent from the City therefor, shall void the attempted assignment, delegation or transfer and shall be of no effect as to the Work or this Agreement. All subcontracts, all approvals of subcontractors, and any assignment to which the City consents are, regardless of their form, deemed conditioned upon performance by the subcontractor or assignee of all Work in accordance with the terms and conditions of this Agreement. The Developers shall provide the City with copies of all subcontracts and assignments and any amendments thereto within ten (10) business days after execution.

2.6 Selection of General Contractor; Subcontracts. Prior to entering into an agreement with the General Contractor for the Work (the “General Contract”), and prior to the General Contractor entering into any agreements with subcontractors, the Developers shall solicit, and shall cause the General Contractor to solicit, bids from qualified contractors eligible to do business with the City of Chicago. The Developers shall select the General Contractor (and shall cause the General Contractor to select any subcontractors) submitting the lowest

responsible bid who can complete the Work in a timely manner, unless otherwise approved by the City. The City shall review and approve all bid packages for the General Contractor and any subcontractors before they are issued, and the Developers shall award the General Contract, and shall require the General Contractor to award all subcontracts, to the lowest responsive and responsible bidders and give the City prompt notice of such awards. The General Contract shall be subject to prior written approval of the City, which the City shall grant or deny within ten (10) business days after receipt of a copy thereof. Within ten (10) business days after execution of the General Contract, the Developers shall deliver to the City a copy of such General Contract, together with any modifications, amendments or supplements thereto. The Developers shall ensure that the General Contractor shall not (and shall cause the General Contractor to ensure that the subcontractors shall not) begin the Work until CDOT and DWM have approved the Plans and Specifications and all requisite permits have been obtained. Any change to the General Contractor prior to completion of the Work shall require the prior written approval of the City.

2.7 Performance and Payment Bonds, Insurance. The Developers shall deliver payment and performance bonds (each, a “Bond” and, if more than one, the “Bonds”) to the City in accordance with this Agreement or cause their General Contractor and/or subcontractors to obtain such Bonds, in a sum equal to one hundred percent of the hard costs set forth in the Budget, which Bonds shall provide that the Developers, or any General Contractor or subcontractors posting one or more Bonds, as applicable, shall perform all Work according to the Approved Plans and Specifications and shall promptly pay all debts incurred in the prosecution of the Work for materials and labor. The City shall be named as an obligee or co-obligee on the Bonds. The Bonds shall be in the form attached hereto as Exhibit 4. Any performance Bond must comply with the provisions of 30 ILCS 550/1 et seq., as amended, and Chapter 2, Section 2-92-030 of the Municipal Code of Chicago, as amended. The surety or sureties issuing the Bonds must have a Best’s Key Rating Guide of “B+”, Class XI or greater, and be acceptable to the City Comptroller. Any performance Bond shall be secured by a surety listed in the latest issue of U.S. Treasury Circular 570. The Bonds shall remain in place (or be replaced with a Bond of equivalent terms, subject to the City’s approval) until completion of the Work, as evidenced by the issuance of the Completion Certificate (as defined in Section 5 below). The Developers shall provide the City with copies of all replacement Bonds and any future Bonds required under this Agreement upon their issuance. The City may, in its discretion, authorize a reduction in the amount of the Bond as phases of the Work are completed and accepted by the City.

2.8 Consultant Engineer. The Developers shall retain the services of a qualified and licensed engineer experienced in the construction of infrastructure projects with previous experience overseeing CDOT projects (“Consultant Engineer”). The Consultant Engineer shall be responsible for ensuring that the Work is constructed in accordance with the Approved Plans and Specifications under the supervision of CDOT and DWM. The Consultant Engineer’s scope of work shall include, but not be limited to: (i) preparation of all construction documentation in accordance with the applicable requirements of CDOT’s Construction Manual, (ii) all applicable DWM standards, (iii) quality assurance and quality control, (iv) review of all contractor submittals including shop drawings, material submittals and catalogue cuts, (v) determination of the appropriateness of any proposed modifications to the Approved Plans and Specifications, (vi) preparation of punch lists on behalf of the City, and (vii) supervision of project closeout and acceptance of the Work. Staffing shall be as determined by agreement of the City and the Developers and shall be adequate to cover all aspects of the Work.

2.9 Maintenance During Construction. Until CDOT and DWM inspect and approve the Work and accept the Public Improvements, as evidenced by issuance of the Completion

Certificate (defined in Section 5 below), the Developers shall maintain and, as necessary, repair the Public Improvements and the Public Improvements Property.

2.10 Other Laws and Regulations. The Developers must at all times observe and comply with all Laws which may in any manner affect the performance of this Agreement and must require the General Contractor and all subcontractors to do the same. The Developers are fully responsible for ascertaining and complying with all Laws applicable to the Work, and in the case of conflict between any Laws, the most stringent of the applicable Laws shall control. Provisions required by applicable Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear herein and, upon request of either party, this Agreement will be amended to make the insertion; provided however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent their enforcement.

2.11 Inspections. During construction of the Work, the City, through CDOT, DWM, or any other appropriate department, shall have the right at any time and from time to time to enter upon the Public Improvements Property for the purpose of conducting such inspections as are required by the terms of this Agreement or as the City may otherwise deem appropriate.

2.12 Pre-Construction Submittals. At least twenty (20) business days prior to beginning any Work, the Developers or their appointed agent shall deliver to CDOT and DWM (as applicable) three (3) copies of shop drawings, catalogue cuts and material submittals pertaining to the Public Improvements (all of which have been reviewed and approved by the Consultant Engineer and the General Contractor) for such Work for the purpose of verifying that the Work conforms to the requirements of the Approved Plans and Specifications.

2.13 Post-Construction As-Built Plans. Within sixty (60) days after the completion of all Work required by this Agreement, the Developers or their appointed agent shall deliver to CDOT and DWM a complete set of "As Built" plans, shop drawings, material submittals, and catalogue cuts.

2.14 Environmental Remediation. A Final NFR Letter has been issued and recorded for the Redevelopment Site. No further remediation is needed, except as may be required under Section 14 hereof.

SECTION 3. PAYMENT FOR THE WORK.

3.1 Guaranteed Maximum Price. The City will promptly pay the Developers for the cost of the Public Improvements up to the Guaranteed Maximum Price in accordance with the terms and conditions of this Agreement. The Developers do not guarantee any specific line item provided as part of the Budget but agree that they will be responsible for paying all costs of completing the Public Improvements that exceed the Guaranteed Maximum Price. The City agrees to waive the fees listed on Exhibit 10 attached to this Agreement, but no others. The City further agrees to provide such documentation as is necessary to allow the Developers, the General Contractor, and all subcontractors to use sales tax exemptions to the extent applicable to the Work.

3.2 Contingency Allowance. The Budget includes a contingency allowance to cover unforeseen costs, including without limitation, unknown physical conditions, or costs associated with circumstances outside the control of the Developers that are necessary for the completion of the Public Improvements. The City must approve contingency expenditures of more than \$100,000 per issue in writing prior to such expenditure, which approval may not be unreasonably

withheld. Contingency expenditures of up to \$100,000 per issue shall be at the sole discretion of the Developers.

3.3 Payment Applications. Payment for the Public Improvements shall be made promptly through an escrow account established pursuant to an escrow agreement among the City, the Developers, and the Escrow Agent, the form of which is attached hereto as Exhibit 5 (the "Escrow Agreement"). The City shall deposit the GMP with the Escrow Agent in the amounts and at the times set forth in Exhibit 6 attached hereto. It is the duty of the Developers to effectively manage the payment application process and all related paperwork. The Developers are responsible for securing and delivering all paperwork required by the Escrow Agreement, including subcontractor, consultant, and material supplier lien waivers, certified payrolls, and all other required documents as further specified herein. Repeated failure of the Developers to promptly submit their payment applications to the City, in proper and complete form, will constitute a material breach of this Agreement, and constitute cause for termination. The Developers shall submit payment applications in such a manner so as not to delay payment to any subcontractor, material supplier, consultant, or service provider whose billing and lien waiver paperwork is complete. The Developers may not request payment for Work unless they have a bill and complete payment paperwork, including certified payrolls and trailing lien waivers, at the time the payment application is submitted.

3.4 Schedule of Values; Treatment of Prior Expenditures.

(a) No later than fifteen (15) days after the selection of the General Contractor, the Developers will submit to the City a schedule of values consistent with Exhibit 3 hereof ("Schedule of Values"), showing values of the Work to be performed by trade contractors, which values shall be modified as subcontract awards are made, and the agreed upon construction fee ("Construction Fee") to be paid to the Developers or the General Contractor containing such supporting details or other evidence as to its correctness as the City may require. The Schedule of Values must list the value for each construction activity broken down by materials and labor to be included in the progress schedule. When approved by the City, the Schedule of Values will be used as a basis for certificates of payment unless it is found to be in error.

(b) The Developers have made certain expenditures in satisfaction of certain costs covered in the Budget prior to the Effective Date (the "Prior Expenditures"). Exhibit 7 identifies expenditures approved by the City as Prior Expenditures and, subject to the terms and conditions hereof, the City agrees to reimburse the Developers for such Prior Expenditures within thirty (30) business days of the Effective Date (contingent upon the submission by the Developers and approval by the City of the insurance certificates pursuant to Section 10 and the Bonds pursuant to Section 2.7).

3.5 Invoice Target Date; Payment Review Meeting. The City will designate a monthly invoice target date. Not later than ten (10) business days prior to the invoice target date, the Developers shall submit to the City a pencil copy of a payment application for Work completed through the end of the current month and a monthly progress report. Not later than three (3) business days prior to the invoice target date, the City and the Developers shall hold a meeting ("Payment Review Meeting") to review the pencil copy of the payment application for the City's approval of value of the Work completed. The City will calculate the value of the Work completed by summarizing the individual values of the Work completed as such completion is reported in the monthly progress report. Submission of the monthly progress report five (5) days prior to the Payment Review Meeting is a condition precedent to the approval of the payment application.

The pencil copy of the payment application will project completion of the Work through the end of the current month.

3.6 Sworn Statement. On the invoice target date of each month, the Developers will submit to the City, in triplicate, a payment application for partial payment including a notarized affidavit stating that all monetary obligations to all subcontractors for the periods covered by all prior payment applications for which payment has been made by the City, if any, have been completely fulfilled and discharged. The affidavit must be supported by receipts or receipted vouchers and lien waivers evidencing payments for such materials, services, labor, and payments to subcontractors, together with a waiver of lien covering the amount for which the current payment is being requested and such other evidence of the Developers' right to payment as the City may direct. The Developers shall submit a form of waiver of lien for partial or progress payment to the City for approval. The payment application will conform to approvals made by the City at the Payment Review Meeting.

3.7 Certified Payrolls. The Developers, the General Contractor and all subcontractors working on the Public Improvements shall submit three (3) copies of certified payrolls for the payment period to the City or its designated representative every week until all Work is completed. The City may elect to utilize a Web-based method for electronic submittal of certified payrolls. If the City elects to utilize electronic submittal, the Developers shall follow the directions provided by the City and submit their certified payrolls electronically as a replacement for the three hard copies. All payrolls must be identified with the Developers', the General Contractor's or the subcontractor's name and contract name and number and must be sequentially numbered. If there are periods of no work by the Developers or a subcontractor, a payroll labeled "NO WORK" must be submitted. The final payroll will be labeled "FINAL." Certified payrolls are required to assure equal employment opportunity ("EEO") compliance as well as wage compliance. Race, worker classification, and gender must be clearly marked for each employee on the certified payroll along with all additional information required by the City. An employee's address should appear every time his/her name appears on the payroll. The Developers must submit the certified payrolls and additional information regarding EEO and wage compliance by providing a payroll summary report ("Payroll Summary Report") in the form required by the City. The EEO report form required by the City and the U.S. Department of Labor must be submitted by the Developers and each subcontractor, reflecting fully the periods of Work covered by the partial payment request.

3.8 Documentation Supporting Monthly Payment Applications.

(a) For the first payment application, the Developers must provide their own Sworn Statement and their own partial lien waivers in support of the payment application.

(b) For the second payment application, the Developers must provide their own Sworn Statement, their own partial lien waivers for the current payment application, and partial lien waivers from all of their first tier subcontractors ("First Tier Subcontractors") for the prior payment application.

(c) For the third and all subsequent payment applications, the Developers must provide their own Sworn Statement, their own partial lien waivers for the current month, partial lien waivers from all First Tier Subcontractors for the previous month, and partial lien waivers from all second tier subcontractors ("Second Tier Subcontractors") for the first payment application.

(d) For the final payment application, all lien waivers of the Developers, their First Tier Subcontractors, and all Second Tier Subcontractors must be “final” waivers.

(e) Prior to final payment and final completion of the Work, or applicable phase of the Work, and issuance of a Completion Certificate, the Developers must comply with the requirements of Section 3.11. Unless the City grants a written extension, the Developers must submit the final payment application and waivers consistent herewith. The Developers’ failure to do so within the required time period is an Event of Default hereunder.

3.9 Deductions for Uncorrected Work. The City reserves the right, in its sole discretion, to deduct the cost of damaged or non-conforming Work from the Guaranteed Maximum Price rather than require the Developers to repair or replace such damaged or non-conforming Work, but only in the event the Developers have failed to correct the non-conforming Work after receiving reasonable notice from the City that the City will correct the non-conforming Work, and the Developers have failed to commence correcting such non-conforming Work promptly upon receipt of such notice from the City.

3.10 Certificates for Payment. Within 45 days of receipt of a payment application, provided the Developers have complied with the requirements of Section 3.3, the City will issue a certificate of payment for such amount as the City determines to be properly due, as agreed upon during the Payment Review Meeting during the preceding payment period. Within 15 days of issuance of such certificate of payment, the City will authorize disbursement under the Escrow Agreement. The amount of each partial payment will be the total sum of completed Work (including bonds, insurance and fees) less prior partial payments, retainage, and payments withheld in accordance with the provisions of Section 3.12. No certificate issued for payment, nor any payment to the Developers, nor partial or entire use of the Public Improvements, nor occupancy of the Public Improvements Property by the City will be an acceptance of any Work or materials not in accordance herewith. Any certificates for payment are for the benefit of the City and may not be relied upon by any other party (including any surety or subcontractor of the Developers) in any action against the City.

3.11 Retainage. Except with respect to the items identified on Exhibit 7 (Prior Expenditures) and Exhibit 8 (Exceptions from Retainage), the City will retain ten percent (10%) from the invoice sums approved and due the General Contractor, up to a total of ten percent (10%) of the GMP, including approved change orders (the “Retainage”). The Retainage will be released to the General Contractor in accordance with Section 3.13. The CDOT Commissioner or the DWM Commissioner, in either Commissioner’s sole discretion, may increase the amount of the Retainage withheld if such Commissioner considers the performance or the progress of the Work to be such that the City will likely incur damages in excess of the amount of Retainage. Neither the Developers nor the General Contractor shall withhold retainage from subcontractors in excess of the percentage of Retainage withheld by the City from payments to the General Contractor. The Developers and the General Contractor must release Retainage to the subcontractors under the prompt payment provisions of Section 3.15.

3.12 Payments Withheld. No payment shall be made to the Developers until certificates of insurance, the Bonds, or other evidence of compliance by the Developers with all the requirements of this Agreement for insurance and bonds have been provided to the City. Further, no payments for Work performed by a subcontractor shall be paid until copies of all bonds required and any certificates of insurance required of the subcontractors by this Agreement have been filed with the City. The City shall have no obligation to process a payment application if, in the

City's opinion, the payment application is not adequately supported. If the Developers and the City cannot agree on a revised amount, the City will process the payment application in the amount the CDOT Commissioner and the DWM Commissioner deem appropriate. Further, the City shall have no obligation to process any payment application, and may rescind in whole or in part any approval previously made, to such extent as may be necessary in the City's judgment because of any failure of the Developers to perform any obligation under this Agreement, including but not limited to:

- (a) failure or refusal to provide the City monthly progress reports and obtain the City's approval of extensions to the Schedule, to the extent required under Section 2.3 above;
- (b) failure to remedy defective Work following written notice from the City;
- (c) failure to make payments due to subcontractors, employees, or material suppliers or for labor, materials or equipment once payment is received by the Developers, or to provide partial lien waivers with payment applications as provided herein;
- (d) persistent failure to maintain progress of the Work in accordance with the Schedule, or failure to carry out the Work in accordance with this Agreement as determined by the City;
- (e) refusal to follow City, state or federal safety and security requirements; and
- (f) failure to provide a plan to meet the requirements of the Chicago Residency Ordinance pursuant to Section 6.2 hereof.

The City's rights under this Section 3.12 are cumulative to any other rights provided under this Agreement.

3.13 Release of Retainage.

(a) At 50% Completion of the Work. When the CDOT and DWM Commissioners determine that the Developers have satisfactorily completed 50% of the Work or an applicable phase of the Work (as measured by expenditure of 50% of the Budget), based upon invoice sums approved and due the General Contractor, the Retainage may be reduced to an amount equal to five percent (5%) of the Budget, including any approved or authorized Change Orders.

(b) At 75% Completion of the Work. When the CDOT and DWM Commissioners determine that the Developers have satisfactorily completed 75% of the Work or an applicable phase of the Work (as measured by expenditure of 75% of the Budget), based upon invoice sums approved and due the General Contractor, the Retainage may be reduced to an amount equal to three percent (3%) of the Budget, including any approved or authorized Change Orders.

(c) At Substantial Completion. When the Work, or an applicable phase of the Work, is substantially completed, the Developers must notify CDOT and DWM, in writing, that the Work will be ready for inspection and/or testing on a definite date. Such notice must be given at least seven (7) calendar days in advance of said date. CDOT and DWM will conduct such inspection at a time that is convenient for both departments, the Developers and the General Contractor, but within a reasonable period of time following such notice. The scheduling of the inspection to determine whether the Work is substantially completed shall not relieve the Developers of their

responsibilities under this Agreement. The Developers are required to furnish access for the inspection. If the CDOT Commissioner and the DWM Commissioner find that the Work is acceptable under this Agreement and has been substantially (subject only to final punch list items) and satisfactorily performed, then Retainage may be reduced to an amount equal to one percent (1%) of the Guaranteed Maximum Price, including any approved Change Orders, provided that the Developers have furnished: (i) MBE/WBE final lien waivers, MBE/WBE conditional final lien waivers, or an affidavit of the MBE/WBE stating the final amount earned; (ii) complete certified payrolls; (iii) documentation of the turnover of "as-built" drawings, record shop drawings, and product data; (iv) spare stock of materials, spare parts, accessories, special tools, operation and maintenance manuals, guarantees, warranties; and (v) all other items required by this Agreement or reasonably required by the City.

(d) At Final Completion. The remaining Retainage will be paid when all remaining Work and punch list work is complete and the Developers submit to the City a sworn affidavit that states the following:

- (i) All payrolls, bills for materials and equipment, and all other indebtedness connected with the Work for which the City might in any way be responsible, have been paid or otherwise satisfied.
- (ii) The "Contractor's Sworn Statement and Affidavit" for final release of Retainage has been provided to the City.
- (iii) All claims made by subcontractors of any tier, suppliers, and others against the Developers, the General Contractor, the City, or any agents of the Developers, the General Contractor or the City have been resolved.
- (iv) "Final Waiver of Lien and Contractor's Affidavit" forms for all subcontractors of any tier have been provided to the City.
- (v) All warranties and guarantees required by this Agreement have been provided to the City.
- (vi) All warranties and guarantees are in full force and effect.
- (vii) The Developers have provided manufacturers' operating instructions for all equipment, and furnished proof that appropriate training of City personnel has been completed.
- (viii) The surety's written consent, signed by its authorized representative, for final payment to be made directly to the Developers, has been provided to the City.
- (ix) The Developers agree that acceptance of final payment will constitute a general release to the City, its agents, officials and employees of all claims of liability for anything done or furnished for or relating to the Work required by this Agreement or for any act or neglect of the City or its agents, officials and employees relating to or connected with this Agreement except as may be mutually agreed and excepted in writing at the time of final payment.

- (x) As-built documentation including but not limited to as-built drawings, as-built shop drawings and operation and maintenance manuals have been provided to the City.
 - (xi) All other documents reasonably requested by the City have been provided.
 - (xii) All trailers, equipment, leftover materials, and trash have been removed from staging areas or anywhere else on the Public Improvements Property or adjoining right of way, and all staging areas have been restored to their pre-construction condition. If the Developers does not comply with this requirement, the City may provide written notice to comply. If the Developers fails to comply with the written notice, the City may have the work done by others, and deduct the charge from the Retainage.
 - (xiii) The MBE/WBE, Prevailing Wage, and City Residency Requirements under this Agreement have been met, as reported by the City's Monitoring and Compliance Division.
- (e) Notwithstanding the foregoing, the City may decline to release all or a portion of the Retainage if the CDOT and DWM Commissioners consider the Developers' performance of the Work to be such that the City has incurred or will likely incur damages greater than the Retainage.

3.14 Prompt Payment to Subcontractors.

(a) The Developers must include the requirements of this Section 3.14 in all subcontracts and purchase orders, and to the extent not incorporated shall be deemed incorporated. The Developers, the General Contractor and their subcontractors have a continuing obligation to make prompt payment to their respective subcontractors. Compliance with this obligation is a condition of the Developers' participation and that of their General Contractor and subcontractors in the Work.

(b) The Developers must make payment to their subcontractors within fourteen (14) days of receipt of payment from the City for each monthly payment application, but only if the subcontractor has satisfactorily completed its Work in accordance with this Agreement and has provided the Developers with all of the documents and information required of the Developers by this Section 3. The Developers may delay or postpone payment for a payment application when the subcontractor's Work or materials do not comply with the requirements of this Agreement, and the Developers are acting in good faith and not in retaliation for a subcontractor exercising legal or contractual rights.

(c) The Developers must make final payment to their subcontractors within fourteen (14) days of receipt of such final payment from the City, and after the subcontractor has satisfactorily completed all of its Work, including but not limited to, completion of punch list work, providing final lien waivers, and providing all of the documents required by this Agreement for payment of Retainage at final completion of the Work as provided for in Section 3.13. Retainage must be paid to subcontractors as required by this section, regardless of whether the Work has been determined to have reached substantial completion. The Developers may delay or postpone payment of retainage if the subcontractor's Work or materials do not comply with the requirements of this Agreement, the Developers have substantial grounds for and has acted reasonably in making the

determination, and the Developers are acting in good faith and not in retaliation for a subcontractor exercising legal or contractual rights.

(d) The Developers must make payment to subcontractors so that they receive such payment within fourteen (14) days of the Developers' receipt of payment from the City. Payment is deemed received by the subcontractor at the time of hand delivery by the Developers, or three (3) calendar days after mailing by the Developers. To the extent feasible, to facilitate the flow of information to subcontractors, the City will post at the field office located at the Public Improvements Property and on the City website (www.cityofchicago.org), a list of the Developers' payment applications, including the subcontractors identified in them, submitted to the City for payment and the date of payments made to the Developers by the City.

(e) The Developers must not delay or refuse to timely submit pay requests for a subcontractor's work or materials. The City may construe such delay or refusal as the Developers' failure to act in good faith. "Timely" in this context means within thirty (30) days after the work for which the subcontractor has submitted an invoice is in place at the Public Improvements Property or the materials delivered to the Public Improvements Property (or off-site if payments for off-site delivery are permitted). In addition, the Developers must not delay or postpone payment for an undisputed portion of a subcontractor's invoice or in connection with claims or disputes involving different payment applications on the same project or different projects.

(f) The City may withhold payment from the Developers or the General Contractor if the CDOT and DWM Commissioners determine that the Developers have not complied with this Section 3.14.

(g) These provisions do not confer any rights in subcontractors against the City. Nothing in this Section 3.14 is to be construed to limit the rights of and remedies available to the City, including but not limited to various rights under this Agreement.

3.15 Subcontractor Claims. The Developers must pay all lawful undisputed claims made against them by their subcontractors and all lawful undisputed claims made against the Developers by other third persons arising out of, in connection with, or because of their performance of this Agreement. The Developers will cause all of their subcontractors to pay all lawful undisputed claims made against them. If such lawful undisputed claims are not satisfied, the City is hereby empowered to disburse such sums for and on account of the Developers directly to the respective parties to which such sums are due and owed upon ten (10) days' written notice to the Developers.

3.16 Pay Estimates and Payments Subject to Review. Before issuance of the Completion Certificate (defined below) and for a period of three (3) years after issuance of such Completion Certificate, the City shall not be precluded or estopped by any measurement, estimate, or certificate made by the Developers, the General Contractor or any subcontractor from showing the true amount and character of the portion of the Work performed and materials furnished by or on behalf of the Developers, the General Contractor or any subcontractor relating to such Certificate, or from showing that any such measurement, estimate, or certificate is untrue or incorrectly made, or that such portion of the Work or materials do not conform in fact to this Agreement. Subject to Illinois law, the City will not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from

recovering from the Developers and their sureties such damages as the City may sustain by reason of the Developers' failure to comply with the terms of this Agreement.

3.17 Salaries/Wages. Salaries of all employees of the General Contractor performing the Work will be paid unconditionally and not less often than once a month without deduction or rebate on any account, except for payroll deductions as may be required by law. If there is any underpayment of salaries by the General Contractor, the City may withhold, out of payments due to the General Contractor, an amount sufficient to pay to employees the difference between the salaries required to be paid and the salaries actually paid such employees for the total number of hours worked.

3.18 No Waiver of Legal Rights. Neither the acceptance by the City of any Work nor any payment by the City will operate as a waiver of any portion of this Agreement, or of any power herein reserved, or of any right to damages herein provided. If the City elects to waive any breach of this Agreement, that waiver will not be held to be a waiver of any other or subsequent breach. The City will not be precluded or estopped from showing the true amount and character of the Work performed and materials furnished by the Developers, or from showing that any measurement, estimate, or certificate is untrue or incorrectly made, or that the Work or materials do not conform to this Agreement. The City will not be precluded or estopped from recovering from the Developers and/or their sureties such damages as the City may sustain by reason of the Developers' failure to comply with the terms of the Agreement.

SECTION 4. LIENS.

4.1 The Developers will notify their contractors and subcontractors that no mechanics' lien under the Illinois Mechanics Lien Act, 770 ILCS 60/1, et seq., will be permitted to arise, be filed or maintained against public funds, the Work, the Public Improvements Property, or any part thereof or any interest therein, or against any monies due or to become due to the Developers on account of any work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Work; and the Developers, for themselves and their contractors and subcontractors, do hereby expressly waive, release, and relinquish such liens and all rights to file or maintain such liens; and agree further that this waiver of liens and waiver of the rights to file or maintain such liens will be an independent covenant.

4.2 If any of the Developers' contractors, subcontractors, employees, agents, or any other person directly or indirectly acting for or through any of them or on their behalf files or maintains a lien or claim under the Illinois Mechanics' Lien Act, 770 ILCS 60/1, et seq., against public funds or against any monies due or to become due to any contractors or subcontractors on account of any of the Work, labor, services, materials, equipment, or other items performed or furnished for or in connection with the Work, the Developers agrees to cause such liens or claims to be satisfied, removed or discharged within 30 days from the date of filing, provided that the City may extend the 30 day period if (i) the City determines that such liens or claims cannot be so satisfied, removed, or discharged in such period and (ii) the Developers, in the City's reasonable determination, is proceeding diligently to cause such liens or claims to be satisfied, removed or discharged, or the Developers have posted a bond covering such liens or claims in an amount not less than 110% of such liens or claims. The City has the right, in addition to all other rights and remedies provided under this Agreement or by law, to cause such liens or claims to be satisfied, removed or discharged by any means at the Developers' sole cost, such cost to include reasonable legal fees and shall be reimbursable in full with interest from the date of payment at the rate of 12% per annum.

4.3 Whenever the City receives notice in writing of a lien or claim of money due from the Developers or the General Contractor to any subcontractor, worker, or employee for Work performed or for materials or equipment furnished and used in or about the Work, the City may direct that the amount of such lien or claim be deducted from payments due or to become due to the Developers or the General Contractor and withheld by the City until such lien or claim has been paid or otherwise discharged; provided, however that, to the extent permitted by law, the City shall not direct that the amount of such lien or claim be deducted or withheld from payments due or to become due to the Developers or the General Contractor if the Developers demonstrates that (i) all documentation required by the Agreement for payment of said amount to such subcontractor, worker or employee or for such materials and equipment furnished and used in or about the Work has been properly submitted to the City by the Developers, or (ii) the Developers have furnished a bond as security for the lien or claim. This provision is to be construed as being solely for the benefit of the City and will not require the City to determine or adjust any claims or disputes between the Developers, the General Contractor and their subcontractors, workers, or employees, or to withhold any money for their protection, unless the City elects to do so. This provision is not to be construed as conferring any rights hereunder for the benefit of subcontractors, workers or employees, or as enlarging or altering the application or effect of existing lien laws. The final payment will not become due until the Developers deliver to the City complete releases of all liens, financial obligations or claims from the Developers' subcontractors, and other agents acting on their behalf in connection with or arising out of the Work, and an affidavit that so far as they have knowledge or information, the releases include all the labor and material for which a claim could be made or a lien could be filed. If any lien remains unsatisfied after all payments have been made, the Developers must refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

SECTION 5. TURNOVER, ACCEPTANCE, CERTIFICATE OF COMPLETION; WARRANTY.

5.1. Upon final inspection of the Work or any phase thereof, and acceptance of the Public Improvements, including final inspection and acceptance of the Public Improvements by CDOT and DWM, and upon the Developers' request, the City shall issue to the Developers a Certificate of Completion of Construction (a "Completion Certificate") certifying that the Developers have fulfilled their obligation to complete the Work, or applicable phases of the Work, in accordance with the terms of this Agreement. The City shall use reasonable efforts to respond to the Developers' written request for a Completion Certificate within sixty (60) days by issuing either the Completion Certificate or a written statement detailing the ways in which the applicable Work does not conform to this Agreement, and the measures which must be taken by the Developers in order to obtain the requested Completion Certificate. The Developers may resubmit a written request for the Completion Certificate upon completion of such measures.

5.2. Following the issuance of a Completion Certificate, the Developers shall provide the City with a warranty against defective materials and workmanship with respect to the Public Improvements for a term of one year (the "Warranty Period"), unless otherwise required by the Approved Plans and Specifications. Any defects identified during the Warranty Period must be repaired and replaced to the satisfaction of the City at the Developers' expense. Any such repair or replacement shall have a Warranty Period of one year from the date said repair or replacement is completed.

SECTION 6. EMPLOYMENT OBLIGATIONS.

6.1 The Developers, on behalf of themselves and their successors and assigns, hereby agree, and shall contractually obligate their various contractors, subcontractors or any affiliate of the Developers operating on City property or the Public Improvements Property with respect to the Work (collectively, with the Developers, the "Employers" and individually an "Employer") to agree, that for the term of this Agreement with respect to the Developers and during the period of any other party's provision of services in connection with the construction of the Work:

(a) No Employer shall discriminate against any employee or applicant for employment based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income as defined in the City of Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., Municipal Code, except as otherwise provided by said ordinance and as amended from time to time (the "Human Rights Ordinance"). Each Employer shall take affirmative action to ensure that applicants are hired and employed without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income and are treated in a non-discriminatory manner with regard to all job-related matters, including without limitation: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Each Employer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause. In addition, the Employers, in all solicitations or advertisements for employees, shall state that all qualified applicants shall receive consideration for employment without discrimination based upon race, religion, color, sex, national origin or ancestry, age, handicap or disability, sexual orientation, military discharge status, marital status, parental status or source of income.

(b) To the greatest extent feasible, each Employer is required to present opportunities for training and employment of low- and moderate-income residents of the City; and to provide that contracts for work in connection with the construction of the Work be awarded to business concerns that are located in, or owned in substantial part by persons residing in, the City.

(c) Each Employer shall comply with all federal, state and local equal employment and affirmative action statutes, rules and regulations, including but not limited to the City's Human Rights Ordinance and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1993), and any subsequent amendments and regulations promulgated thereto.

(d) Each Employer, in order to demonstrate compliance with the terms of this Section 6.1, shall cooperate with and promptly and accurately respond to inquiries by the City, which has the responsibility to observe and report compliance with equal employment opportunity regulations of federal, state and municipal agencies.

(e) Each Employer shall include the foregoing provisions of subsections (a) through (d) in every contract entered into in connection with the Work, and shall require inclusion of these provisions in every subcontract entered into by any subcontractors, and every agreement with any affiliate operating on City property, including the Public

Improvements Property, with respect to the Work, so that each such provision shall be binding upon each contractor, subcontractor or affiliate, as the case may be.

(f) Failure to comply with the employment obligations described in this Section 6.1 shall be a basis for the City to pursue remedies under the provisions of Section 14 hereof.

6.2 City Resident Construction Worker Employment Requirement. The Developers agrees for themselves and their successors and assigns, and shall contractually obligate the General Contractor, and cause the General Contractor to contractually obligate its subcontractors, to agree that during the construction of the Work they shall comply with the minimum percentage of total worker hours performed by actual residents of the City as specified in Section 2-92-330 of the Municipal Code of Chicago (at least 50 percent of the total worker hours worked by persons engaged in construction of the Work shall be performed by actual residents of the City); provided, however, that in addition to complying with this percentage, the Developers, the General Contractor and each subcontractor shall be required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

The Developers may request a reduction or waiver of this minimum percentage level of Chicagoans as provided for in Section 2-92-330 of the Municipal Code of Chicago in accordance with standards and procedures developed by the Chief Procurement Officer of the City.

“Actual residents of the City” shall mean persons domiciled within the City. The domicile is an individual’s one and only true, fixed and permanent home and principal establishment.

The Developers, the General Contractor and each subcontractor shall provide for the maintenance of adequate employee residency records to show that actual Chicago residents are employed in the construction of the Work. Each Employer shall maintain copies of personal documents supportive of every Chicago employee’s actual record of residence.

Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) shall be submitted to the City in triplicate, which shall identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee’s name appears on a payroll, the date that the Employer hired the employee should be written in after the employee’s name.

The Developers, the General Contractor and each subcontractor shall provide full access to their employment records to the Chief Procurement Officer, the CDOT Commissioner, the DWM Commissioner, the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. The Developers, the General Contractor and each subcontractor shall maintain all relevant personnel data and records for a period of at least three (3) years after final acceptance of the Work.

At the direction of the City, affidavits and other supporting documentation will be required of the Developers, the General Contractor and each subcontractor to verify or clarify an employee’s actual address when doubt or lack of clarity has arisen.

Good faith efforts on the part of the Developers, the General Contractor and each subcontractor to provide utilization of actual Chicago residents (but not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer) shall not suffice to replace the actual, verified achievement of the

requirements of this Section 6.2 concerning the worker hours performed by actual Chicago residents.

When the Work is completed, in the event that the City has determined that the Developers have failed to ensure the fulfillment of the requirement of this Section 6.2 concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this Section 6.2. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1 percent (0.0005) of the aggregate hard construction costs set forth in the Budget (the product of .0005 x such aggregate hard construction costs) (as the same shall be evidenced by approved contract value for the actual contracts) shall be surrendered by the Developers to the City in payment for each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly shall result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject the Developers, the General Contractor and/or the subcontractors to prosecution. Any retainage to cover contract performance that may become due to the Developers pursuant to Section 2-92-250 of the Municipal Code of Chicago may be withheld by the City pending the Chief Procurement Officer's determination as to whether the Developers must surrender damages as provided in this Section 6.2.

Nothing herein provided shall be construed to be a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents.

The Developers shall cause or require the provisions of this Section 6.2 to be included in all construction contracts and subcontracts related to the Work.

6.3 MBE/WBE Commitment. The Developers agree for themselves and their successors and assigns, and, if necessary to meet the requirements set forth herein, shall contractually obligate the General Contractor to agree that, during the construction of the Work:

(a) Consistent with the findings which support, as applicable, (i) the Minority-Owned and Women-Owned Business Enterprise Procurement Program, Section 2-92-420 et seq., Municipal Code of Chicago (the "Procurement Program"), and (ii) the Minority- and Women-Owned Business Enterprise Construction Program, Section 2-92-650 et seq., Municipal Code of Chicago (the "Construction Program," and collectively with the Procurement Program, the "MBE/WBE Program"), and in reliance upon the provisions of the MBE/WBE Program to the extent contained in, and as qualified by, the provisions of this Section 6.3, during the course of construction of the Work, at least the following percentages of the budgeted hard costs of the Work, as these budgeted amounts may be reduced to reflect decreased actual costs, shall be expended for contract participation by MBEs or WBEs:

At least 26 percent by MBEs.
At least 6 percent by WBEs.

The Developers' goal will be to achieve 30% participation by MBEs, 10% participation by WBEs, and 2% participation by veteran-owned businesses.

(b) For purposes of this Section 6.3 only, the Developers (and any party to whom contract is let by the Developers in connection with the Work) shall be deemed a “contractor” and this Agreement (and any contract let by the Developers in connection with the Work) shall be deemed a “contract” as such terms are defined in Sections 2-92-420 and 2-92-670, Municipal Code of Chicago, as applicable.

(c) Consistent with Sections 2-92-440 and 2-92-720, Municipal Code of Chicago, the Developers’ MBE/WBE commitment may be achieved in part by the Developers’ status as an MBE or WBE (but only to the extent of any actual work performed on the Work by the Developers), or by a joint venture with one or more MBEs or WBEs (but only to the extent of the lesser of (i) the MBE or WBE participation in such joint venture or (ii) the amount of any actual work performed by the MBE or WBE), by the Developers utilizing a MBE or a WBE as a general contractor (but only to the extent of any actual work performed by the general contractor), by subcontracting or causing the general contractor to subcontract a portion of the Work to one or more MBEs or WBEs, or by the purchase of materials used in the Work from one or more MBEs or WBEs, or by any combination of the foregoing. Those entities which constitute both an MBE and a WBE shall not be credited more than once with regard to the Developers’ MBE/WBE commitment as described in this Section 6.3. In accordance with Section 2-92-730, Municipal Code of Chicago, the Developers shall not substitute any MBE or WBE general contractor or subcontractor without the prior written approval of the City.

(d) The Developers shall deliver quarterly reports to the City during the construction of the Work describing their efforts to achieve compliance with this MBE/WBE commitment. Such reports shall include inter alia the name and business address of each MBE and WBE solicited by the Developers or any general contractor to work on the Work, and the responses received from such solicitation, the name and business address of each MBE or WBE actually involved in the Work, a description of the work performed or products or services supplied, the date and amount of such work, product or service, and such other information as may assist the City in determining the Developers’ compliance with this MBE/WBE commitment. The City shall have access to the Developers’ applicable books and records, including, without limitation, payroll records, books of account and tax returns, and records and books of account, on five (5) business days’ notice, to allow the City to review the Developers’ compliance with their commitment to MBE/WBE participation and the status of any MBE or WBE performing any portion of the Work.

(e) Upon the disqualification of any MBE or WBE general contractor or subcontractor, if such status was misrepresented by the disqualified party, the Developers shall be obligated to discharge or cause to be discharged the disqualified general contractor or subcontractor and, if possible, identify and engage a qualified MBE or WBE as a replacement. For purposes of this Subsection (e), the disqualification procedures are further described in Sections 2-92-540 and 2-92-730, Municipal Code of Chicago, as applicable.

(f) Any reduction or waiver of the Developers’ MBE/WBE commitment as described in this Section 6.3 shall be undertaken in accordance with Sections 2-92-450 and 2-92-730, Municipal Code of Chicago, as applicable.

(g) Prior to the commencement of construction of the Work, the Developers, the General Contractor and all major subcontractors shall be required to meet with the monitoring staff of the City with regard to the Developers' compliance with their obligations under this Section 6.3. During this meeting, the Developers shall demonstrate their plan to achieve their obligations under this Section 6.3, the sufficiency of which shall be approved by the City. During the construction of the Work, the Developers shall submit the documentation required by this Section 6.3 to the monitoring staff of the City, including the following: (i) subcontractor's activity report; (ii) contractor's certification concerning labor standards and prevailing wage requirements; (iii) contractor letter of understanding; (iv) monthly utilization report; (v) authorization for payroll agent; (vi) certified payroll; (vii) evidence that MBE/WBE contractor associations have been informed of the Work via written notice and hearings; and (viii) evidence of compliance with job creation/job retention requirements. Failure to submit such documentation on a timely basis, or a determination by the City, upon analysis of the documentation, that the Developers are not complying with their obligations hereunder shall, upon the delivery of written notice to the Developers, be deemed an Event of Default or breach hereunder. Upon the occurrence of any such Event of Default, in addition to any other remedies provided in this Agreement, the City may: (1) issue a written demand to the Developers to halt construction of the Work, (2) withhold any further payment to the Developers or any general contractor, or (3) seek any other remedies against the Developers available at law or in equity.

(h) In accordance with Mayoral Executive Order 2021-2, the Developers must submit annual reports regarding the Developers' efforts regarding utilization of MBE and WBE firms, and other historically underutilized firms.

SECTION 7. ADDITIONAL COVENANTS AND REQUIREMENTS.

7.1 No member of the governing body of the City or other units of government and no other officer, employee, or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the Work to which this Agreement pertains, will have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee will be permitted to any share or part of this Agreement or to any financial benefit to arise from it.

7.2 The Developers covenant that their officers, directors and employees, and the officers, directors and employees of each of their members if a joint venture, or a limited liability company and contractors and subcontractors, presently have no interest and will acquire no interest, direct or indirect, in the Public Improvements Property which would conflict in any manner or degree with the performance of the work relating to the Work hereunder. The Developers further covenants that in the performance of this Agreement, no person having any such interest must be employed. The Developers agrees that if the City, by the CDOT Commissioner in his or her reasonable judgment, determines that any of the Developers' work for others conflicts with the Work, the Developers' Entities must terminate such other services immediately upon request of the City.

7.3 Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City council committee hearing or in any City council meeting or to vote on any

matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to this Agreement shall be grounds for termination of this Agreement. Section 2-156-080 defines a “business relationship” as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided however, a financial interest shall not include:

- (a) Any ownership through purchase at fair market value or inheritance of less than 1% of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such share, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended;
- (b) The authorized compensation paid to an official or employee for his office or employment;
- (c) Any economic benefit provided equally to all residents of the City;
- (d) A time or demand deposit in a financial institution; or
- (e) An endowment or insurance policy or annuity contract purchased from an insurance company.

A “contractual or other private business dealing” shall not include any employment relationship of an official’s spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the City.

7.4 It shall be the duty of any bidder, proposer, the Developers and any contractor, all subcontractors and every applicant for certification of eligibility for a City contractor program, and all officer, directors, agents, partners and employees of any bidder, proposer, the Developers and any contractor, subcontractor or such applicant to cooperate with the Inspector General in any investigation undertaken pursuant to Chapter 2-56 of the Municipal Code of Chicago. The Developers understands and will abide by all provisions of Chapter 2-56 of the Municipal Code of Chicago. The Developers and contractors shall inform subcontractors of this provision and require understanding and compliance herewith.

7.5 The Developers must comply with Chapter 2-156 of the Municipal Code of Chicago, “Governmental Ethics,” including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment is made in connection with any City contract, by or on behalf of a subcontractor to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into or performed in violation of any of the provisions of this chapter is voidable as to the City.

7.6 The Developers are required to submit a fully-executed Economic Disclosure Statement and Affidavit. These documents must be signed by an authorized officer of the company before a notary and such documents are incorporated by reference to this Agreement. The Developers shall provide City with any material updates to the information previously submitted in the Developers’ Economic Disclosure Statement and Affidavit. The City may also request such updates from time to time. Failure to provide such information on a timely basis shall constitute a default under this Agreement.

7.7 In accordance with Section 2-92-380 of the Municipal Code of Chicago, and in addition to any other rights and remedies (including any set-off) available to the City under this Agreement, or permitted at law or in equity, the City is entitled to set off a portion of the price or compensation due hereunder, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and/ or the amount of any debt owed by the contracting party to the City.

For purposes of this provision, "outstanding parking violation complaints" means a parking ticket, notice of parking violation, or parking violation complaint on which neither payment has been made nor an appearance filed in the Circuit Court of Cook County within the time specified on the complaint. "Debt" means a specified sum of money owed to the City for which the period granted for payment has expired.

Notwithstanding the provisions of this Section 7.7, no such debt(s) or outstanding parking violation complaint(s) are offset from any such price or compensation due if one or more of the following conditions are met:

- (a) the contracting party has entered into an agreement with the Department of Finance, or other appropriate City department for the payment of all outstanding parking violation complaints and/or debts owed to the City and the contracting party is in compliance with the agreement; or
- (b) the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or
- (c) the contracting party has filed a petition in bankruptcy and the debts owed in the City are dischargeable in bankruptcy.

7.8 All construction or alteration undertaken by the Developers in connection with this Agreement shall be performed in compliance with all Federal, State and local laws and regulations regarding accessibility standards for disabled or environmentally limited persons including, but not limited to the following: American with Disabilities Act, P.L. 101-336(1990) and the Uniform Federal Accessibility Standards and; the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq. (1991), and the regulations promulgated thereto at 71 Ill. Adm. Code Ch. 1, Sec. 400.110. In the event that the above cited standards are inconsistent, the Developers shall comply with the standard providing greater accessibility.

7.9 The Developers, in contracting work for the Public Improvements, must comply with the provisions of 330 ILCS 55/0.01 et seq., which requires that a preference be given to veterans in the employment and appointment to fill positions in the construction, addition, or alteration of all public works. In the employment of labor (except executive, administrative and supervisory positions) preference may be given only where the individuals are available and qualified to perform work with respect to the Public Improvements to which the employment relates. The Developers must ensure that the foregoing provision is inserted in all contracts entered in with any contractors and subcontractors and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any material, labor, or services in connection with the Public Improvements.

7.10 To the extent permitted by law, this Agreement shall be subject to all provisions of the "Steel Products Procurement Act," 30 ILCS 565/1 et seq., as it may be amended from time to

time. Steel Products issued or supplied in the performance of this Agreement or any contract, subcontract related hereto shall be manufactured or produced in the United States. For purposes of this Section 7.10 "United States" means the United States and any place subject to the jurisdiction thereof and "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed or processed by a combination of two or more such operations, from Steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making processes. Knowing violation of this Section 7.10 may result in the filing and prosecution of a complaint by the Attorney General of the State of Illinois and will subject violators to a fine of the greater of \$5,000 or the payment price received as a result of such violation.

7.11 The Developers, in contracting for the Work, shall use only Illinois laborers in the performance of this Agreement to the extent (i) required by the Employment of Illinois Laborers on Public Works Projects Act, 30 ILCS, 570/0.01, as amended from time to time, and (ii) otherwise permitted by law.

7.12 The Child Support Arrearage Ordinance, Municipal Code of Chicago, Section 2-92-415, furthers the City's interest in contracting with entities which demonstrate financial responsibility, integrity and lawfulness, and finds that it is especially inequitable for contractors to obtain the benefits of public funds under City contracts while their owners fail to pay court-ordered child support, and shift the support of their dependents onto the public treasury.

In accordance with Section 2-92-415 of the Municipal Code of Chicago, if the Circuit Court of Cook County or an Illinois court of competent jurisdiction has issued an order declaring one or more Substantial Owner(s) in arrearage on their child support obligations and: (1) such Substantial Owner has not entered into a court-approved agreement for the payment of all such child support owed, or (2) such Substantial Owner is not in compliance with a court-approved agreement for the payment of all such child support owed (see certification of compliance with Child Support Orders in Disclosure Affidavit), then:

For those bidders in competitive bid contracts, the City shall assess an 8% penalty. This penalty shall increase their bid price for the purpose of canvassing the bids in order to determine the lowest responsible bidder. This penalty shall apply only for the purposes of comparing bid amounts and shall not affect the amount of any contract payment.

For purposes of this section, "Substantial Owner" means any person who owns or holds a 10% or more Percentage of Interest in the bidder; where the bidder is an individual or sole proprietorship, substantial owner means that individual or sole proprietorship.

"Percentage of Interest" includes direct, indirect and beneficial interests in the Developers. Indirect or beneficial interest means that an interest in the Developers are held by a corporation, joint venture, trust, partnership, association, estate or other legal entity, in which the individual holds an interest, or by agent(s) or nominees(s) on behalf of an individual or entity. For example, if Corporation B holds or owns a 20% interest in the Developers, and an individual or entity has a 50% or more percentage of interest in Corporation B, then such individual or entity indirectly has a 10% or more percentage of interest in the Developers. If Corporation B is held by another entity, then this analysis similarly must be applied to that next entity.

The provisions of this Section 7.12 shall only apply where not otherwise prohibited by federal, state or local law; provided, however, that it is expressly acknowledged by the City that it is entering into this Agreement with the Developers without competitive bidding for the Work.

7.13 The City through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in North Ireland.

In accordance with Section 2-92-580 of the Municipal Code of Chicago, if the primary contractor conducts any business operations in Northern Ireland, it is hereby required that the contractor shall make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

7.14 Section 2-92-610 of the Municipal Code of Chicago requires eligible contractors and their subcontractors to pay a living wage (currently \$12.55 per hour minimum base wage) to covered employees employed in the performance of this Agreement. Each of the Developers is an eligible contractor if at any time during the performance of this Agreement, the Developer has 25 or more full-time employees. If either Developer is, or becomes eligible, the Developer and its contractors and subcontractors must pay at least the base wage to covered employees. Covered employees are: security guards (but only if the Developer and its contractors and subcontractors employ in the aggregate 25 or more of them), and, in any number, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers and clerical workers. Notwithstanding the foregoing, Section 2-92-610 does not apply to not-for-profit corporations with federal 501(3) tax exempt status. Also, if the work being done under this Agreement is subject to payment of prevailing wages, and the prevailing wages are higher than the base wage, then prevailing wage rates apply and must be paid.

7.15 The Developers shall ensure that, to the extent applicable, services and materials provided hereunder comply with any Buy America provisions of the Federal government and/or any similar provisions of the State or City.

7.16 All wages for construction of the Public Improvements shall be paid in accordance with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

7.17 It is an unlawful employment practice for the Developers to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual's race, color, religion, gender, age, disability, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individual's status as an employee, because of such individual's race, color, religion, gender, age, disability, or national origin.

7.18 The Developers must comply with the Civil Rights Act of 1964, as amended. The Developers shall further comply with Executive Order No. 11, 2346, 30 Fed. Reg. 12, 319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,37532 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086,43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq. (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

7.19 In satisfying State requirements, the Developers must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. (1990), as amended, and the rules and regulations

of the Illinois et seq. Department of Human Rights; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq. (1990), as amended; and the Environmental Barriers Act, 410 ILCS 251 et seq. In satisfying City requirements, the Developers must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq. of the Municipal Code of Chicago (1990), as amended. Further the Developers must furnish such reports and information as requested by the Chicago Commission of Human Relations. The Developers agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, contractors, subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

SECTION 8. NOTICES.

All notices or other communication hereunder to any party shall be given in writing (at the addresses set forth below: by any of the following means: (a) personal service; (b) electronic communications, whether by telex, telegram or telecopying; (c) overnight courier; or (d) registered or certified, first class mail, return receipt requested:

If to the Developers: Chicago Housing Authority
60 E. Van Buren Street
Chicago, Illinois 60605
Attn: Chief Executive Officer

And to: LeClaire Partners, LLC
c/o Cabrera Capital Partners, LLC
227 West Monroe Street, # 3000
Chicago, IL 60606
Attn: Mark R. Kirincich, Principal

With a copy to: Chicago Housing Authority
60 E. Van Buren Street
Chicago, Illinois 60605
Attn: General Counsel

If to the City: City of Chicago
Department of Planning and Development
121 North LaSalle Street, Suite 1000
Chicago, Illinois 60602
Attn: Commissioner

And to: City of Chicago
Department of Transportation
2 North LaSalle Street, Suite 1110
Chicago, Illinois 60602
Attn: Commissioner

Ant to: City of Chicago
Department of Water Management
1000 E. Ohio Street
Chicago, Illinois 60611
Attn: Commissioner

With a copy to: City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate & Land Use Division

Such addresses may be changed by notice to the other parties given in the manner provided above. Any notice, demand or request sent pursuant to either subparts (a) or (b) hereinabove of shall be deemed received upon personal service or upon dispatched by electronic means. Any notice, demand or request sent pursuant to subpart (c) shall be deemed received on the day immediately following deposit in an overnight courier, and, if sent pursuant to subpart (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

SECTION 9. DEFAULT AND REMEDIES.

9.1 The occurrence of any one or more of the following events, subject to the provisions of Section 9.3 below, shall constitute an "Event of Default" by the Developers hereunder:

(a) the failure of either Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developers under this Agreement or any related agreement;

(b) the failure of either Developer to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Developers under any agreement with any person or entity if such failure may have a material adverse effect on the business, property, assets, operations or condition, financial or otherwise, of either Developer;

(c) the making or furnishing by either Developer to the City of any representation, warranty, certificate, schedule, report or other communication within or in connection with this Agreement or any related agreement which is untrue or misleading in any material respect;

(d) except as otherwise permitted hereunder, the creation (whether voluntary or involuntary) of, or any attempt to create, any lien or other encumbrance upon the Public Improvements Property or real estate interests related thereto, or the making or any attempt to make any levy, seizure or attachment thereof;

(e) the commencement of any proceedings in bankruptcy by or against either Developer or for the liquidation or reorganization of either Developer, or alleging that either Developer is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of either Developer's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving either Developer; provided, however, that if such commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings;

(f) the appointment of a receiver or trustee for either Developer, for any substantial part of either Developer's assets or the institution of any proceedings for the

dissolution, or the full or partial liquidation, or the merger or consolidation, of either Developer; provided, however, that if such appointment or commencement of proceedings is involuntary, such action shall not constitute an Event of Default unless such appointment is not revoked or such proceedings are not dismissed within sixty (60) days after the commencement thereof;

(g) the entry of any judgment or order against either Developer which remains unsatisfied or undischarged and in effect for sixty (60) days after such entry without a stay of enforcement or execution;

(h) the dissolution of either Developer; or

(i) the institution in any court of a criminal proceeding (other than a misdemeanor) against either Developer, which is not dismissed within thirty (30) days, or the indictment of either Developer for any crime (other than a misdemeanor).

9.2 Upon the occurrence of an Event of Default, the City may terminate this Agreement and all related agreements, and may suspend disbursement of City funds. The City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

9.3 In the event either Developer fails to perform a monetary covenant which it is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless such Developer has failed to perform such monetary covenant within ten (10) days of its receipt of a written notice from the City specifying that it has failed to perform such monetary covenant. In the event either Developer fails to perform a non-monetary covenant which such Developer is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Developer has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default: provided however, with respect to those non-monetary defaults which are not capable of being cured within such thirty (30) day period, the Developer shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured; provided further that if a specific cure period is provided for elsewhere in this Agreement that differs from the general notice and/or cure periods set forth in this Section 9.3, such specific notice and/or cure period shall control.

SECTION 10. INSURANCE.

Prior to commencement of construction of the Work or access to the Public Improvements Property by the Developers, or their contractors, subcontractors, or agents, the Developers shall procure and deliver to the City, and shall maintain in full force and effect until the City issues the Completion Certificate, a policy or policies of insurance, as evidenced by certificates of insurance, approved by and meeting the requirements of the City's Risk Manager, all as set forth in Exhibit 9 attached hereto. All such policies shall be in such form and issued by such companies as shall be reasonably acceptable to the City, to protect the City and the Developers against, among other things, any liability incidental to the use of or resulting from any accident occurring on or about the Public Improvements Property or the construction of the Work. Each such policy shall name the

City, its officers, employees, and agents as an additional named insured party. Non-conforming insurance and/or the failure of either Developer to provide the City with any applicable certificates of insurance shall not relieve the Developers of the obligation to provide insurance as specified in Exhibit 9. The receipt of any certificate does not constitute agreement by the City that the insurance requirements of Exhibit 9 have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements set forth therein. The failure of the City to obtain certificates or other evidence of insurance from the Developers (or their contractors, subcontractors, or agents as applicable) shall not be deemed to be a waiver by the City of the insurance requirements set forth herein.

SECTION 11. INDEMNIFICATION.

Each Developer agrees to indemnify, pay and hold the City, and its elected and appointed officials, employees, agents and affiliates (individually an "Indemnitee," and collectively the "Indemnitees") harmless from and against, any and all liabilities, obligations, losses, damages (arising out of a third party action against the City), penalties, actions, judgments, suits, claims, costs, expenses and disbursements of any kind or nature whatsoever, (and including, without limitation, the reasonable fees, court costs, and disbursements of counsel for such Indemnitees in connection with any investigative, administrative or judicial proceeding commenced or threatened, whether or not such Indemnitees shall be designated a party thereto), that may be imposed on, suffered, incurred by or asserted against the Indemnitees by a third party in any manner relating to or arising out of:

- (a) the failure by either Developer to comply with any of the terms, covenants and conditions contained within this Agreement; or
- (b) the failure by either Developer or any of their contractors to pay, upon receipt of funds due and owing from the City, subcontractors or materialmen in connection with the Work; or
- (c) the existence of any material misrepresentation or omission in this Agreement or any other document related to this Agreement that is the result of information supplied or omitted by either Developer or any of their agents, employees, contractors or persons acting under the control or at the request of either Developer or any affiliate of either Developer; or
- (d) the failure by either Developer to cure any misrepresentation in this Agreement or any other document or agreement relating hereto; or
- (e) any act or omission by either Developer or any affiliate of either Developer;

provided, however, that the Developers shall have no obligation to an Indemnitee arising from the wanton or willful misconduct of that Indemnitee. To the extent that the preceding sentence may be unenforceable because it is violative of any law or public policy, the Developers will contribute the maximum portion that they are permitted to pay and satisfy under applicable law, to the payment and satisfaction of all indemnified liabilities incurred by the Indemnitees or any of them. The undertakings and indemnification set out in this Section 11 will survive the termination of this Agreement but terminate upon expiration of the final Warranty Period.

Notwithstanding the foregoing, the City acknowledges and accepts that CHA is prohibited from using federal funds for indemnifications pursuant to federal regulations and therefore the

parties agree that solely with respect to CHA, its obligations to indemnify are limited to non-federal sources of funds, if CHA has any non-federal funds.

SECTION 12. BOOKS AND RECORDS.

The Developers will keep and maintain separate, complete, accurate and detailed books and records necessary to reflect and fully disclose the total actual costs of the Work and to monitor construction of the Public Improvements. All such books, records and other documents, including but not limited to contractors' sworn statements, subcontracts, purchase orders, waivers of lien, paid receipts and invoices, will be available at the Developers' offices for inspection, copying, audit and examination by an authorized representative of the City, at the Developers' expense. The Developers will not pay for salaries or fringe benefits of auditors or examiners. The Developers must incorporate this right to inspect, copy, audit and examine all books and records into all contracts entered into by the Developers with respect to the Public Improvements. The City shall provide three (3) business days' prior written notice to the Developers in accordance with Section 8. The notice shall indicate the date and time of the inspection. All inspections shall be conducted between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday.

SECTION 13. MISCELLANEOUS.

13.1 Assignments and Transfers. Except as otherwise expressly provided herein, the Developers may not sell, assign or otherwise transfer their interests in this Agreement in whole or in part without the prior written consent of the City.

13.2 Force Majeure. Neither the City nor the Developers shall be considered in breach of or in default of their obligations under this Agreement in the event of any delay caused by damage or destruction by fire or other casualty, strike, shortage of material, unusually adverse weather conditions such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or for an abnormal duration, tornadoes or cyclones, pandemics and other events or conditions beyond the reasonable control of the party affected which in fact interferes with the ability of such party to discharge its obligations hereunder. The individual or entity relying on this section with respect to any such delay shall, upon the occurrence of the event causing such delay, immediately give written notice to the other parties to this Agreement. The individual or entity relying on this section with respect to any such delay may rely on this section only to the extent of the actual number of days of delay effected by any such events described above.

13.3 Prohibited Contributions. The Developers agree that they, any person or entity who directly or indirectly has an ownership or beneficial interest in either one of them ("Owners"), spouses and domestic partners of such Owners, the Developers' subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any subcontractors of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (the Developers and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City (the "Mayor") or to his political fundraising committee (i) after execution of this bid, proposal or Agreement by the Developers, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between the Developers and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

The Developers represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Developers or the date the Developers approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

The Developers agree that they shall not: (a) coerce, compel or intimidate their employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse their employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Developers agree that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

The Developers agree that a violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein. If either of the Developers violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the CDOT Commissioner and/or the DWM Commissioner may reject the Developers' bid.

For purposes of this provision:

"*Bundle*" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fundraising committee.

"*Other Contract*" means any other agreement with the City to which either of the Developers is a party that is (i) formed under the authority of Chapter 2-92 of the Municipal Code; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the City Council.

"*Contribution*" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code.

For purposes of this Section 13.3 only, individuals are "Domestic Partners" if they satisfy the following criteria: (a) they are each other's sole domestic partner, responsible for each other's common welfare; and (b) neither party is married; and (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and (e) two of the following four conditions exist for the partners: (i) the partners have been residing together for at least 12 months, (ii) the partners have common or joint ownership of a residence, (iii) the partners have at least two of the following arrangements: (A) joint ownership of a motor vehicle; (B) a joint credit account; (C) a joint checking account; and (D) a lease for a residence

identifying both domestic partners as tenants, and (iv) each partner identifies the other partner as a primary beneficiary in a will.

“*Political fundraising committee*” means a “political fundraising committee” as defined in Chapter 2-156 of the Municipal Code

13.4 FOIA.

(a) The Developers acknowledge that the City is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq., as amended (“FOIA”). The FOIA requires the City to produce records (very broadly defined in the FOIA) in response to a FOIA request in a very short period of time, unless the records requested are exempt under the FOIA. If either of the Developers receives a request from the City to produce records within the scope of FOIA that would be otherwise required under this Agreement then the Developers covenant to comply with such request within two (2) Business Days of the date of such request. Failure by either Developer to timely comply with such request will be a breach of this Agreement.

(b) Documents that either Developer submits to the City during the term of the Agreement that contain trade secrets and commercial or financial information may be exempt if disclosure would result in competitive harm. However, for documents submitted by the Developers to be treated as a trade secret or information that would cause competitive harm, FOIA requires that the Developers mark any such documents as “proprietary, privileged or confidential.” If the Developers mark a document as “proprietary, privileged and confidential,” then CDOT and DWM will evaluate whether such document may be withheld under the FOIA. CDOT and DWM in their sole discretion, will determine whether a document will be exempted from disclosure, and that determination is subject to review by the Illinois Attorney General’s Office and/or the courts.

(c) The Developers acknowledge that the City is subject to the Local Records Act, 50 ILCS 205/1 et seq., as amended (the “Local Records Act”). The Local Records Act provides that public records may only be disposed of as provided in the Local Records Act. If requested by the City, the Developers covenant to use their best efforts consistently applied to assist the City in its compliance with the Local Records Act concerning records arising under or in connection with this Agreement and the transactions contemplated in the Agreement.

13.5 Business Relationships. Each Developer acknowledges (A) receipt of a copy of Section 2-156-030 (b) of the Municipal Code of Chicago, (B) that it has read such provision and understands that pursuant to such Section 2-156-030 (b) it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected City official or employee has a “Business Relationship” (as described in Section 2-156-080 of the Municipal Code of Chicago), or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a Business Relationship, and (C) notwithstanding anything to the contrary contained in this Agreement, that a violation of Section 2-156-030 (b) by an elected official, or any person acting at the direction of such official, with respect to any transaction contemplated by this Agreement shall be grounds for termination of this Agreement and the transactions contemplated hereby. Each Developer hereby represents and warrants that no

violation of Section 2-156-030 (b) has occurred with respect to this Agreement or the transactions contemplated hereby.

13.6 Patriot Act Certification. Each Developer represents and warrants that neither it nor any Affiliate of it (as defined in the next paragraph) is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment, the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

As used in the above paragraph, an "Affiliate" shall be deemed to be a person or entity related to the Developer that, directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with the Developer, and a person or entity shall be deemed to be controlled by another person or entity, if controlled in any manner whatsoever that results in control in fact by that other person or entity (or that other person or entity and any persons or entities with whom that other person or entity is acting jointly or in concert), whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

13.7 Waste Ordinance Provisions. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, each Developer warrants and represents that it, and to the best of its knowledge, its contractors and subcontractors, have not violated and are not in violation of any provisions of Sections 7-28-390, 7-28-440, 11-4-1410, 11-4-1420, 11-4-1450, 11-4-1500, 11-4-1530, 11-4-1550 or 11-4-1560 of the Municipal Code (the "Waste Sections"). During the period while this Agreement is executory, either of the Developer's, any general contractor's or any subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an event of default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Chief Procurement Officer. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit either of the Developer's, any general contractor's or any subcontractor's duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Developers' eligibility for future contract awards.

13.8 Failure to Maintain Eligibility to do Business with City. Failure by either Developer 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 this Agreement and the transactions contemplated thereby. The Developers shall at all times comply with Section 2-154-020 of the Municipal Code of Chicago.

13.9 Choice of Law. The provisions of this Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

13.10 Amendments. This Agreement shall not be amended except in writing approved by the parties hereto.

13.11 City Hiring Plan.

(a) The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

(b) The Developers are aware that City policy prohibits City employees from directing any individual to apply for a position with the Developers, either as an employee or as a subcontractor, and from directing the Developers to hire an individual as an employee or as a subcontractor. Accordingly, the Developers must follow their own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by the Developers under this Agreement are employees or subcontractors of the Developers, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by the Developers.

(c) The Developers will not condition, base, or knowingly prejudice or affect any term or aspect to the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.

(d) In the event of any communication to either Developer by a City employee or City official in violation of Section 13.11(b) above, or advocating a violation of Section 13.11(c) above, the Developer will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the relevant City Department utilizing services provided under this Agreement. The Developers will also cooperate with any inquiries by IGO Hiring Oversight related to the contract.

13.12 Joint and Several. The obligations of the Developers hereunder are joint and several and shall be binding upon and enforceable against each Developer entity and its successors and assigns.

SECTION 14. ENVIRONMENTAL REMEDIATION REQUIREMENTS.

14.1 Generator Duties.

(a) The City authorizes the Developers to perform Generator duties on behalf of the City with respect to pre-existing hazardous waste and non-hazardous special waste encountered on the Public Improvements Property for the duration of the Work, including but not limited to completing and signing, on behalf of the City, the following types of documents on the basis of the Developers' personal knowledge of the information stated

in such documents: (i) Uniform Hazardous Waste Manifests, (ii) waste profile sheets, and (iii) generator's certifications of non-special waste. The Uniform Hazardous Waste Manifest shall be prepared using U.S. Environmental Protection Agency (USEPA) Form 8700-22 (and, when necessary, Form 8700-22A) received from a USEPA-approved registrant. When completing a Uniform Hazardous Waste Manifest for such pre-existing waste, the Developers shall identify the City in box #5 of the manifest (Generator's Name) and provide the City's generator identification number in box #1 of the manifest (Generator ID Number). The Developers also shall identify the Developers' company name and address, and project name, in box #14 (Special Handling Instructions and Additional Information) of the hazardous waste manifest. The authorization to sign manifests on behalf of the City expires concurrently with the completion of the Work (evidenced by the issuance of the Completion Certificate) unless revoked sooner by the City.

(b) The Developers shall maintain on file and provide the City, prior to commencement of the Work, with documentation that the person(s) preparing or signing Uniform Hazardous Waste Manifest(s) on behalf of the City have completed appropriate U.S. Department of Transportation training pursuant to 49 CFR 172 Subpart H, and that such training is current. Training documentation shall include (i) the person(s) name, job title and employer, (ii) the name and address of the entity or person(s) that provided the training, (iii) a description, copy or location of the training materials, (iv) a certificate of training completion, and (v) a date of the training completion.

(c) Prior to executing or filing any manifest or waste profile sheet on behalf of the City, the Developers shall notify the City and provide the draft manifest, the waste profile sheet, and supporting documentation, including waste characterization, to the City for its review and approval. The Developers shall provide to the City copies of the initial Uniform Hazardous Waste Manifests, non-hazardous waste shipping papers, and associated waste profile sheets within five business days of each waste shipment.

(d) For purposes of this Agreement only, "pre-existing hazardous waste and non-hazardous special waste" means hazardous and non-hazardous special waste arising from contamination or conditions that occurred or existed prior to the Effective Date, such as soil or groundwater contamination resulting from a release that occurred prior to the Effective Date or a drum of oil that was abandoned on the Public Improvements Property prior to the Effective Date.

14.2 Public Right-of-Way Remediation. The Developers are not required to enroll public right-of-way in the SRP, but shall satisfy the following requirements:

(a) The Developers shall remove any soil not meeting the requirements of 35 IAC Section 742.305.

(b) The Developers shall conduct sufficient soil and/or groundwater sampling prior to construction to identify construction worker caution areas, hot spots that may require remediation, and soil management requirements. A sampling plan must be submitted to, and approved by, AIS prior to starting this work.

(c) The Developers shall install an SRP-compliant engineered barrier, if required by AIS, to ensure protection of public health and the environment, in portions of the Public Improvements which otherwise are to be landscaped and are adjacent to public open space or residential land use. The SRP-compliant engineered barrier should be

constructed of asphalt, concrete, three feet of clean fill, or other alternative barrier type typically approved by IEPA for similar sites.

(d) Imported fill material for an engineered barrier must either be (i) Certified virgin stone, or (ii) tested for Target Compound List parameters (35 IAC 740 Appendix A) and meet the most stringent objectives for residential land use included in Appendix B, Table A of IEPA's Tiered Approach to Corrective Action Objectives.

(e) The Developers shall prepare and implement a Soil Management Plan to document, at a minimum: the site-specific soil excavation, disposal, storage, and reuse procedures; imported material testing requirements; and environmental oversight plan. The Soil Management Plan is subject to AIS review and approval prior to being implemented.

(f) No biosolids or biosolids-based products from the Metropolitan Water Reclamation District or any other source may be imported for the Work for any purpose.

(g) Unless sufficient testing is performed to determine compliance with IEPA's Clean Construction and Demolition Debris ("CCDD") regulations, all soil being removed during construction must be disposed of in accordance with applicable regulations to a Subtitle D landfill. AIS shall have the right to review the testing results and approve of the disposal facilities to be utilized by the Developers.

14.3 Cost of Compliance. The Developers shall bear sole responsibility for conducting any investigative, cleanup, or remediation work necessary to comply with Section 14. The cost of compliance with Section 14 is part of the cost of the Public Improvements, as provided for in Section 3.

14.4 Hazardous Substances. The Developers shall not use or store any Hazardous Substances on City property unless otherwise approved by the City. The Developer shall promptly notify the City if any Hazardous Substances are found or spilled on the Public Improvements Property.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

CITY OF CHICAGO, an Illinois municipal corporation

By: _____
Its Commissioner of Planning and Development

By: _____
Its Commissioner of Transportation

By: _____
Andrea R.H. Cheng, Ph.D., P.E.
Its Commissioner of Water Management

CHICAGO HOUSING AUTHORITY,
an Illinois municipal corporation

By: _____
Tracey Scott
Chief Executive Officer

LECLAIRE PARTNERS LLC, an Illinois limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE REDEVELOPMENT SITE

(SUBJECT TO FINAL TITLE AND SURVEY)

PARCEL 1:

A TRACT OF LAND LOCATED IN THE CITY OF CHICAGO, COUNTY OF COOK AND STATE OF ILLINOIS, LYING IN THE SOUTHEAST 1/4 OF SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED BY A LINE, DESCRIBED AS FOLLOWS;

COMMENCING AT A POINT ON THE WEST LINE OF SOUTH CICERO AVENUE, AS WIDENED, BEING ITS INTERSECTION WITH THE SOUTH LINE OF WEST 44TH STREET; THENCE SOUTH ALONG THE WEST LINE OF SOUTH CICERO AVENUE, AS WIDENED TO ITS INTERSECTION WITH THE NORTH LINE OF WEST 45TH STREET; THENCE WEST ALONG THE NORTH LINE OF WEST 45TH STREET TO ITS INTERSECTION WITH THE EAST LINE OF SOUTH LAVERGNE AVENUE; THENCE NORTH ALONG THE EAST LINE OF SOUTH LAVERGNE AVENUE TO ITS INTERSECTION WITH THE SOUTH LINE OF WEST 44TH STREET; THENCE EAST ALONG THE SOUTH LINE OF WEST 44TH STREET TO THE PLACE OF BEGINNING; AND

EXCEPTING THEREFROM THE FOREGOING DESCRIPTION WEST 44TH PLACE, SOUTH LAPORTE AVENUE AND SOUTH LACROSSE AVENUE, AS DEDICATED BY PLAT OF THE CHICAGO HOUSING AUTHORITY DATED MAY 12, 1952, AND RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS, ON MAY 12, 1952, AS DOCUMENT NO. 15339551

PARCEL 2:

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST, OF THE THIRD PRINCIPAL MERIDIAN AND BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE WEST LINE OF SOUTH CICERO AVENUE, BEING ITS INTERSECTION WITH THE NORTH LINE OF WEST 44TH STREET; THENCE WEST ALONG SAID NORTH LINE OF WEST 44TH STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE, IN BLOCK 81 IN FREDERICK H. BARTLETT'S SECOND ADDITION TO CENTRAL CHICAGO, ACCORDING TO PLAT THEREOF RECORDED FEBRUARY 26, 1924 AS DOCUMENT NO. 829474 IN BOOK 183 OF PLATS, PAGES 48 AND 49 IN COOK COUNTY, ILLINOIS; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE AS AFORESAID, AND SAID WEST LINE EXTENDED NORTH TO THE NORTHWESTERLY LINE OF 20 FOOT ALLEY NORTH AND ADJOINING SAID LOT 1 AFORESAID; SAID NORTHWESTERLY LINE ALSO BEING THE SOUTHERLY LINE OF THE GULF, MOBILE AND OHIO RAILROAD (CHICAGO AND ALTON RAILROAD) RIGHT OF WAY AS SAID RAILROAD RIGHT OF WAY IS SHOWN ON THE PLAT OF FREDERICK H. BARTLETT'S SECOND ADDITION AFORESAID; THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO THE INTERSECTION OF THE SAME AS PROJECTED WITH THE WEST LINE OF SOUTH CICERO AVENUE; THENCE

SOUTH ALONG SAID WEST LINE OF SOUTH CICERO AVENUE TO THE PLACE OF BEGINNING;

EXCEPTING THEREFROM THE PUBLIC STREETS AS OPENED UP BY PLAT OF DEDICATION RECORDED IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS ON APRIL 17, 1950 AS DOCUMENT NO. 14778842, IN COOK COUNTY, ILLINOIS;

ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY CHICAGO HOUSING AUTHORITY TO THE STATE OF ILLINOIS BY DEED DATED OCTOBER 22, 1964 AND RECORDED ON OCTOBER 27, 1964 AS DOCUMENT NO. 19285299, IN COOK COUNTY, ILLINOIS;

AND ALSO EXCEPTING THEREFROM THAT PART CONVEYED BY CHICAGO HOUSING AUTHORITY TO THE ACADEMY FOR GLOBAL CITIZENSHIP CHARTER SCHOOL, AN ILLINOIS NOT-FOR-PROFIT CORPORATION BY DEED DATED MARCH 30, 2018 AND RECORDED ON MARCH 30, 2018 AS DOCUMENT NO. 1808929085, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

A TRACT OF LAND LOCATED IN SECTION 4, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BOUNDED BY A LINE, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SOUTH CICERO AVENUE BEING ITS INTERSECTION WITH THE NORTH LINE OF WEST 44TH STREET; THENCE WEST ALONG SAID NORTH LINE OF WEST 44TH STREET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE IN BLOCK 81 IN FREDERICK H. BARTLETT'S SECOND ADDITION TO CENTRAL CHICAGO, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 26, 1924, AS DOCUMENT NO. 829474 AND THE POINT OF BEGINNING; THENCE NORTH ALONG SAID WEST LINE OF THE EAST 61.00 FEET OF LOTS 1 TO 17 BOTH INCLUSIVE, AS AFORESAID, AND SAID WEST LINE EXTENDED NORTH TO THE NORTHWESTERLY LINE OF A 20 FEET ALLEY NORTH AND ADJOINING SAID LOT 1 AFORESAID; SAID NORTHWESTERLY LINE ALSO BEING THE SOUTHERLY LINE OF THE GULF, MOBILE AND OHIO RAILROAD (CHICAGO AND ALTON RAILROAD) RIGHT OF WAY AS SAID RAILROAD RIGHT OF WAY IS SHOWN ON THE PLAT OF FREDERICK H. BARTLETT'S SECOND ADDITION AFORESAID THENCE NORTHEASTERLY ALONG SAID RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE NORTHERLY PROJECTION OF THE EAST LINE OF SOUTH LAPORTE AVENUE AS VACATED BY DOCUMENT NO. 14778841 RECORDED APRIL 4, 1950; THENCE SOUTH ALONG SAID EAST LINE OF VACATED SOUTH LAPORTE AVENUE TO THE NORTHERLY AND WESTERLY LINE OF SOUTH LAPORTE AVENUE AS OPENED BY PLAT OF DEDICATION RECORDED APRIL 17, 1950 AS DOCUMENT NO. 14778842, THENCE SOUTHERLY ALONG THE NORTHERLY AND WESTERLY LINES OF SOUTH LAPORTE AVENUE AS OPENED BY SAID DOCUMENT NO. 14778842 TO THE NORTH LINE OF WEST 44TH STREET; THENCE WEST ALONG SAID NORTH LINE TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PINs:

19-04-412-037	19-04-202-025
19-04-416-037	19-04-405-037
19-04-415-041	19-04-406-037
19-04-200-015	19-04-407-040

EXHIBIT 1

DEPICTION OF REDEVELOPMENT SITE AND PUBLIC IMPROVEMENTS PROPERTY

[Attached]

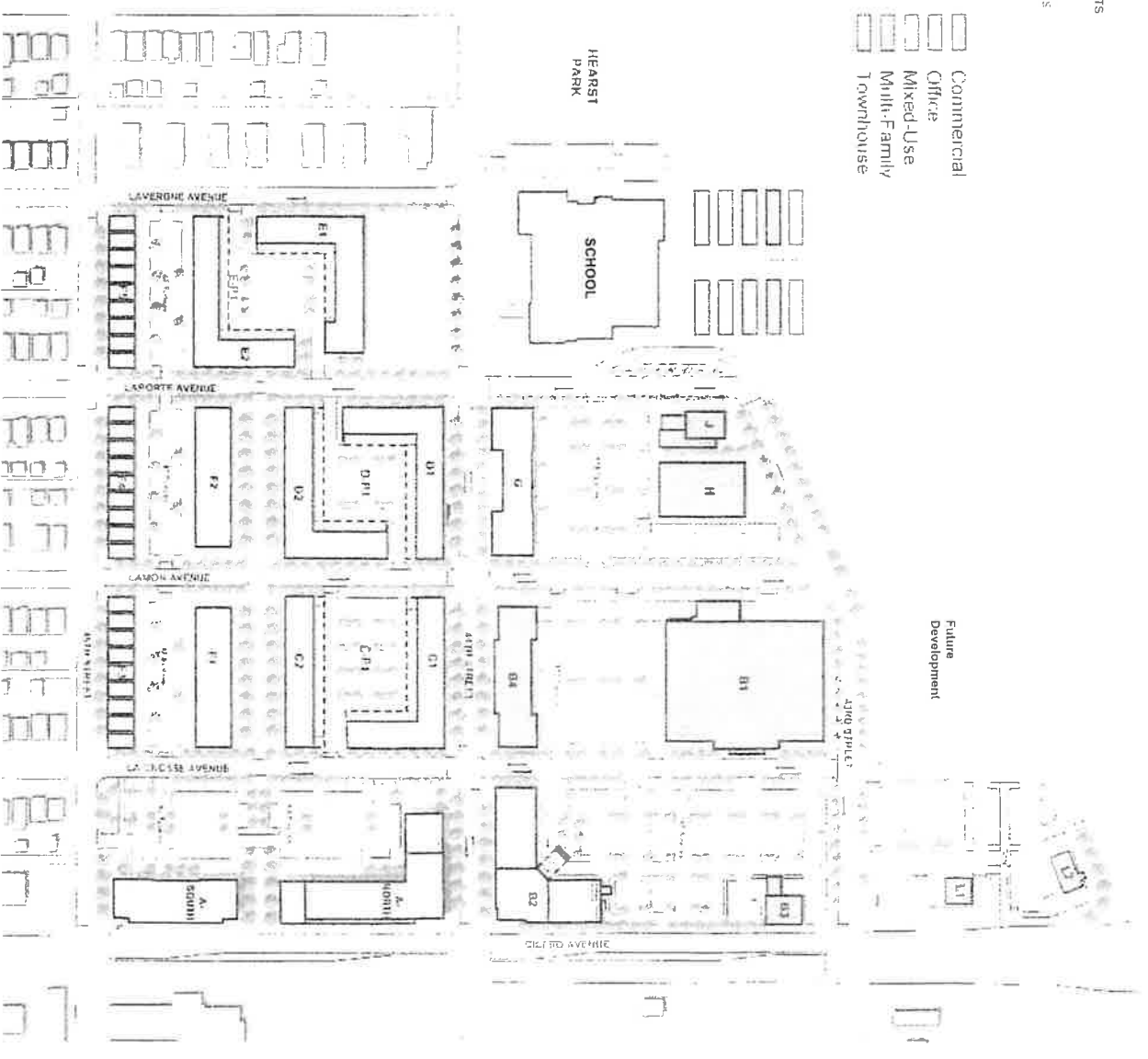
[Subject to Revision Based on Final CDOT Review and Approval]

A-North 6000 SF
 141,741 11,000 SF RESIDENTIAL 110 UNITS
A-South 6000 SF
 141,741 4,800 SF FUTURE DEVELOPMENT 700 UNITS

- B1** 60,000 SF
 141,741 60,000 SF
- B2** 55,000 SF
 141,741 55,000 SF
- B3** 40,000 SF
 141,741 40,000 SF
- B4** 75,000 SF
 141,741 75,000 SF
- C1** 60,000 SF
 141,741 60,000 SF
- C2** 60,000 SF
 141,741 60,000 SF
- D1** 60,000 SF
 141,741 60,000 SF
- D2** 60,000 SF
 141,741 60,000 SF
- E1** 60,000 SF
 141,741 60,000 SF
- E2** 60,000 SF
 141,741 60,000 SF
- F1** 60,000 SF
 141,741 60,000 SF
- F2** 60,000 SF
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- F3** 60,000 SF
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- F4** 60,000 SF
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- F5** 60,000 SF
 141,741 60,000 SF
- G** 60,000 SF
 141,741 60,000 SF
- H** 60,000 SF
 141,741 60,000 SF
- J** 60,000 SF
 141,741 60,000 SF
- L1** 2,000 SF
 141,741 2,000 SF
- L2** 2,000 SF
 141,741 2,000 SF

- Commercial
- Office
- Mixed-Use
- Multi-Family
- Townhouse

Future Development



LeClaire Courts Site Plan



MOSAIC



- Community
- Affordability
- Connectivity
- Sustainability
- Inclusivity

The vision of Mosaic is to ensure the
 joining of the city's diverse residents in a new
 welcoming and vital community.



Illustrative View looking Northeast from C. Perry Street and 45th St.

50

45TH STREET

45TH STREET

PROPOSED TRAFFIC SIGNAL
PLAN TRAFFIC STUDY

CICERO AVENUE
BUS STOP

CICERO AVENUE

LACROSSE AVENUE

RAISED PEDESTRIAN
CROSSWALK

44TH STREET

LAMON AVENUE

RAISED PEDESTRIAN
CROSSWALK

LAFORTE AVENUE

RAISED PEDESTRIAN
CROSSWALK

44TH STREET

LAVERGNE AVENUE

CICERO AVENUE
BUS STOP

43RD STREET

CICERO AVENUE
BUS STOP

EXISTING TRAFFIC SIGNAL
TO BE MOVED

50

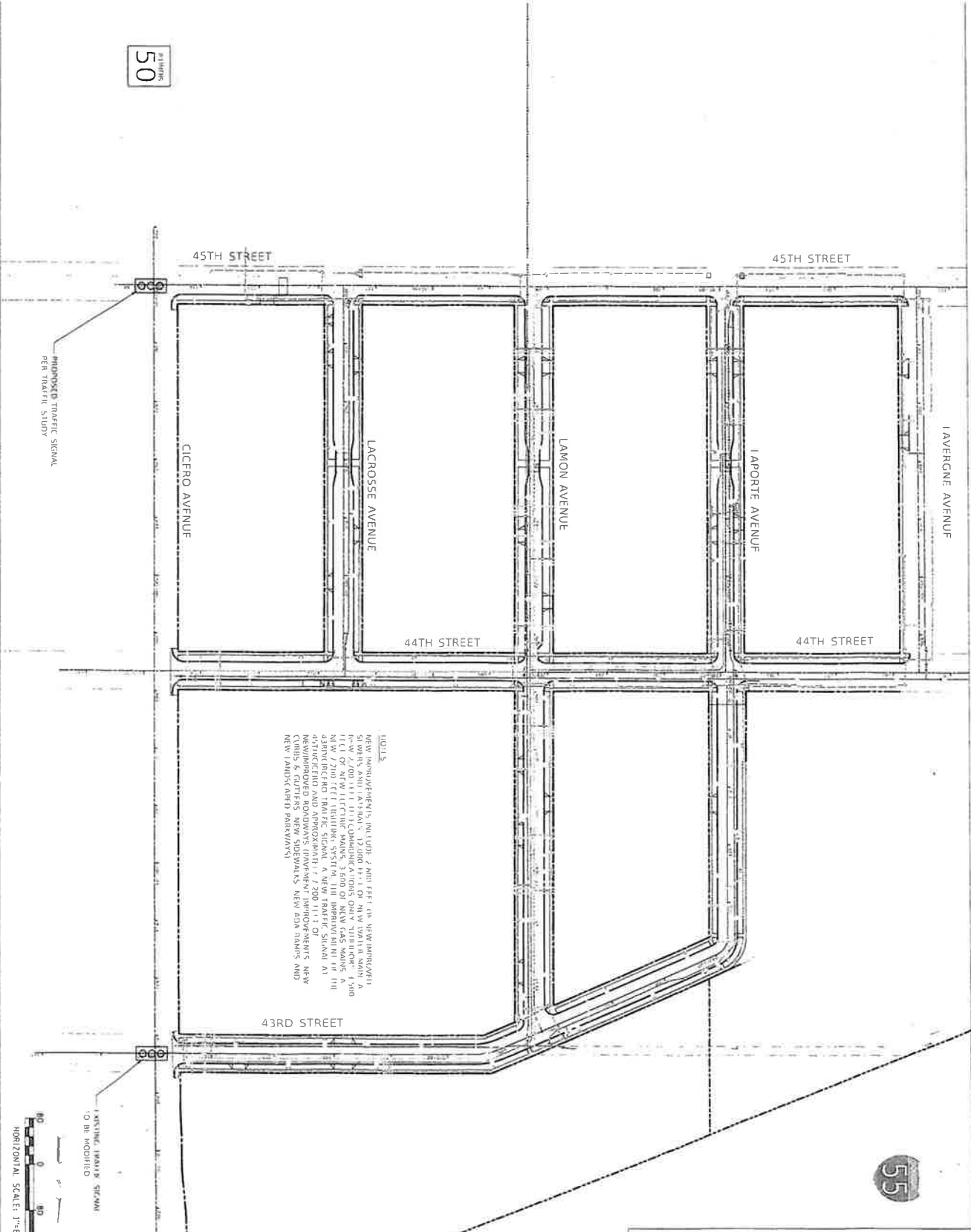
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PROPOSED PUBLIC
IMPROVEMENTS
DATE: 09/20/23

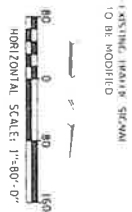


NOTES
1. NEW IMPROVEMENTS, INCLUDING 2 AND 3 FT. OF NEW ASPHALT
SURFING, AND 10' WIDENING, 12,000 FEET OF NEW ASPHALT WARE
HOUSE, AND 12,000 FEET OF NEW CONCRETE DRIVE-THROUGH
PUMP STATION. NEW GAS MAINS ARE
2. NEW TRAFFIC SIGNALS, 7,600 FEET OF NEW GAS MAINS ARE
3. PROPOSED TRAFFIC SIGNALS, A NEW TRAFFIC SIGNAL AT
4. NEW/IMPROVED SIDEWALKS (PAVEMENT, IMPROVEMENTS NEW
CURBS & GUTTERS, NEW SIDEWALKS, NEW ADA RAMPS AND
NEW LAMPS, AND PARKINGS)



PROPOSED TRAFFIC SIGNAL
PER TRAFFIC STUDY

NOTES
 NEW IMPROVEMENTS INCLUDE: 2" AND 4" DIAMETER NEW SANITARY SEWERS AND 12" AND 18" DIAMETER NEW WATER MAINS AND 4" AND 6" DIAMETER NEW GAS MAINS. ALL NEW UTILITIES SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF CHICAGO SPECIFICATIONS AND THE ILLINOIS STATE ENGINEERING REGULATIONS. A NEW TRAFFIC SIGNAL AT THE INTERSECTION OF 45TH STREET AND CICERO AVENUE SHALL BE INSTALLED AND APPROXIMATELY 7' 200' NORTH OF THE INTERSECTION. IMPROVEMENTS INCLUDE: NEW SANITARY AND WATER MAINS AND GAS MAINS.



PROPOSED PUBLIC UTILITY IMPROVEMENTS
 DATE: 10/20/21

- LEGEND**
- PROPOSED HIGH-VOLTAGE
 - EXISTING HIGH-VOLTAGE
 - PROPOSED COMBINED SEWER
 - EXISTING COMBINED SEWER
 - EXISTING AIRIAL TIE LINE
 - EXISTING GAS MAIN
 - EXISTING WATER MAIN
 - EXISTING FIBER OPTIC
 - PROPOSED COMBINED SEWER
 - PROPOSED STORM SEWER
 - PROPOSED SANITARY SEWER
 - EXISTING WATER MAIN SERVICES
 - NEW WATER MAIN (18" DIAM)
 - NEW GAS MAIN (18" DIAM)
 - NEW FIBER OPTIC (12" DIAM)
 - PROPOSED FIBER OPTIC

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EXHIBIT 2

WORK SCHEDULE

[Attached]

[Subject to Revision Based on Final CDOT Review and Approval]

Project Schedule
LeClair Courts Redevelopment
Public Infrastructure Improvements

ID	Task Mode	Task Name	Start	Finish	Duration	Start only	Finish only	External Tasks	Manual Progress	Manual Milestone	Manual Progress
1		Project Start	Tue 5/31/22	Tue 5/31/22	0 days						
2		Design Phase	Tue 5/31/22	Tue 12/26/22	411 days						
3		60% Plans	Tue 5/31/22	Mon 9/19/22	80 days						
4		90% Plans	Tue 9/20/22	Mon 2/6/23	100 days						
5		Bid Plans	Tue 2/7/23	Mon 5/1/23	60 days						
6		OUC EFP-118958	Mon 5/1/23	Fri 10/13/23	120 days						
7		OUC DEFP Review	Fri 9/22/23	Thu 12/14/23	60 days						
8		OUC EFP-123884	Fri 9/29/23	Thu 11/9/23	30 days						
9		OUC EFP-123885	Fri 9/29/23	Thu 11/9/23	30 days						
10		OUC EFP-TBD	Wed 10/25/23	Tue 12/26/23	45 days						
11		Issue for Construction Plans	Fri 11/10/23	Thu 11/23/23	10 days						
12		Construction Phase	Thu 11/16/23	Fri 5/30/25	402 days						
13		Onsite Public Improvements Phase 1	Thu 11/16/23	Fri 5/30/25	402 days						
14		43rd (Cicero to Lamont)	Thu 11/16/23	Wed 5/1/24	120 days						
15		Removal	Thu 11/16/23	Wed 12/6/23	15 days						
16		Sewer Work	Thu 11/16/23	Wed 12/6/23	15 days						
17		ComEd Facilities	Thu 12/7/23	Wed 1/17/24	30 days						
18		Gas Main	Thu 1/18/24	Wed 2/14/24	20 days						
19		Utility (Telecom)	Thu 2/15/24	Wed 3/13/24	20 days						
20		Street Lighting	Thu 1/18/24	Wed 2/14/24	20 days						
21		Roadway (C&G, Pavement)	Thu 2/15/24	Wed 4/10/24	40 days						
22		Streetscape (Sidewalks, Parkway, Signs)	Thu 4/11/24	Wed 5/1/24	15 days						
23		43rd (Lamont to Laporte)	Thu 12/14/23	Wed 5/29/24	120 days						
24		Removal	Thu 12/14/23	Wed 1/3/24	15 days						
25		Sewer Work	Thu 12/21/23	Wed 1/3/24	10 days						
26		Street Lighting	Thu 2/15/24	Wed 3/6/24	15 days						
27		Roadway (C&G, Pavement)	Thu 4/11/24	Wed 5/22/24	30 days						
28		Streetscape (Sidewalks, Parkway, Signs)	Thu 5/9/24	Wed 5/29/24	15 days						
29		Laporte (43rd to 44th)	Thu 1/4/24	Wed 7/3/24	130 days						
30		Sewer Work	Thu 1/4/24	Wed 1/24/24	15 days						
31		Street Lighting	Thu 3/7/24	Wed 3/27/24	15 days						
32		Roadway (C&G, Pavement)	Thu 5/23/24	Wed 7/3/24	30 days						
33		Streetscape (Sidewalks, Parkway, Signs)	Thu 6/13/24	Wed 7/3/24	15 days						
34		44th (Lamont to Laporte)	Thu 2/1/24	Wed 9/4/24	155 days						

Project: LeClair Courts Redevelopment
Date: Thu 9/28/23

Task: Milestone

Summary: Project Summary

Manual Task: Manual Task

Inactive Milestone: Inactive Milestone

Inactive Summary: Inactive Summary

Manual Task: Manual Task

Duration-only: Duration-only

Manual Summary Rollup: Manual Summary Rollup

Manual Summary: Manual Summary

Start only: Start only

Finish only: Finish only

External Tasks: External Tasks

Manual Progress: Manual Progress

Manual Milestone: Manual Milestone

Manual Progress: Manual Progress

Page 1

Notes:
1. Assumes 4 Construction crews are working simultaneously
2. * Indicates Amount of Time is Greater if Public Bid is Procured

Project Schedule
 LeClair Courts Redevelopment
 Public Infrastructure Improvements

ID	Task Name	Task Mode	Direction	Start	Finish	Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	
35	Sewer Work		15 days	Thu 2/1/24	Wed 2/21/24														
36	ComEd Facilities		20 days	Thu 2/22/24	Wed 3/20/24														
37	Utilidor (Telecom)		10 days	Thu 3/21/24	Wed 4/3/24														
38	Street Lighting		15 days	Thu 4/4/24	Wed 4/24/24														
39	Roadway (C&G, Pavement)		30 days	Thu 7/4/24	Wed 8/14/24														
40	Streetscape (Sidewalks, Parkway, Signs)		15 days	Thu 8/15/24	Wed 9/4/24														
41	44th (Cicero to Lamont)		105 days	Thu 11/16/23	Wed 4/10/24														
42	Sewer Work		25 days	Thu 11/16/23	Wed 12/20/23														
43	Street Lighting		20 days	Thu 12/21/23	Wed 1/17/24														
44	Roadway (C&G, Pavement)		30 days	Thu 1/18/24	Wed 2/28/24														
45	Streetscape (Sidewalks, Parkway, Signs)		30 days	Thu 2/29/24	Wed 4/10/24														
46	Lamont (43rd to 44th)		140 days	Thu 12/21/23	Wed 7/3/24														
47	Sewer Work		25 days	Thu 12/21/23	Wed 1/24/24														
48	ComEd Facilities		30 days	Thu 1/25/24	Wed 3/6/24														
49	Gas Main		20 days	Thu 3/7/24	Wed 4/3/24														
50	Utilidor (Telecom)		20 days	Thu 4/4/24	Wed 5/1/24														
51	Street Lighting		20 days	Thu 1/18/24	Wed 2/14/24														
52	Roadway (C&G, Pavement)		30 days	Thu 5/2/24	Wed 6/12/24														
53	Streetscape (Sidewalks, Parkway, Signs)		15 days	Thu 6/13/24	Wed 7/3/24														
54	Lamont (44th to 45th)		25 days	Thu 2/1/24	Wed 3/6/24														
55	Removals		10 days	Thu 2/1/24	Wed 3/6/24														
56	Grading		10 days	Thu 2/1/24	Wed 3/6/24														
57	Sewer Work		25 days	Thu 2/15/24	Wed 8/14/24														
58	LaCrosse (45th to 44th)		130 days	Thu 2/15/24	Wed 2/28/24														
59	Removals		10 days	Thu 2/15/24	Wed 2/28/24														
60	Grading		10 days	Thu 2/29/24	Wed 3/13/24														
61	Street Lighting		15 days	Thu 3/14/24	Wed 4/3/24														
62	Roadway (C&G, Pavement)		30 days	Thu 6/13/24	Wed 7/24/24														
63	Streetscape (Sidewalks, Parkway, Signs)		15 days	Thu 7/25/24	Wed 8/14/24														
64	Cicero Avenue		40 days	Fri 6/7/24	Thu 8/1/24														
65	43rd/Cicero Signal Improvement		40 days	Fri 6/7/24	Thu 8/1/24														
66	45th (Cicero to LaCrosse)		120 days	Thu 3/14/24	Wed 8/28/24														
67	Removals		10 days	Thu 3/14/24	Wed 3/27/24														
68	Sewer Work (CBs)		20 days	Thu 3/28/24	Wed 4/24/24														

Notes:
 1. Assumes 4 Construction crews are working simultaneously
 2. * Indicates Amount of Time is Greater if Public Bid is Procured

Project Schedule
LeClaire Courts Redevelopment
Public Infrastructure Improvements

ID	Task Mode	Task Name	Duration	Start	Finish	Qtr 2, 2022	Qtr 3, 2022	Qtr 4, 2022	Qtr 1, 2023	Qtr 2, 2023	Qtr 3, 2023	Qtr 4, 2023	Qtr 1, 2024	Qtr 2, 2024	Qtr 3, 2024	Qtr 4, 2024	Qtr 1, 2025	Qtr 2, 2025	
100	IC	Gas (Services)	10 days	Mon 8/26/24	Fri 9/6/24														
101	IC	Street Lighting	20 days	Mon 10/7/24	Fri 11/1/24														
102	IC	Roadway (C&G, Pavement)	40 days	Mon 12/16/24	Fri 2/7/25														
103	IC	Streetscape (Sidewalks, Parkway, Signs)	15 days	Mon 2/10/25	Fri 2/28/25														
104	IC	Cicero Avenue	180 days	Mon 9/23/24	Fri 5/30/25														
105	IC	45th/Cicero New Signal	180 days	Mon 9/23/24	Fri 5/30/25														

Task	Summary	Inactive Milestone	Duration-only	Start-only	External Milestone	Manual Progress
Project LeClaire Courts Redevelopment	Project Summary	Inactive Milestone	Manual Summary Rollup	Start-only	External Milestone	Manual Progress
Date Thu 9/28/23	Inactive Task	Inactive Summary	Manual Summary	Finish-only	Deadline	Progress
	Inactive Task	Manual Task	Manual Summary	External Fields		

- Notes:
- 1. Assumes 4 Construction crews are working simultaneously
 - 2. * Indicates Amount of Time Is Greater If Public Bid Is Procured

EXHIBIT 3

WORK BUDGET

[Attached]

[Subject to Revision Based on Final CDOT Review and Approval]

LECLAIRE PARTNERS, LLC

LECLAIRE COURTS REDEVELOPMENT OPINION OF PROBABLE CONSTRUCTION COST

SEPTEMBER 28, 2023





LECLAIRE COURTS REDEVELOPMENT OPINION OF PROBABLE CONSTRUCTION COST

LECLAIRE PARTNERS, LLC

REVISION 6

PROJECT NO.: B2203090.001
DATE: JUNE 2023

WSP
SUITE 4200
30 NORTH LASALLE STREET
CHICAGO, IL 60602

TEL.: +1 312 782-8150
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WSP.COM



Mark Kirincich
LeClaire Partners, LLC
227 W. Monroe Street, Suite 3000
Chicago, IL 60606

Dear Sir:

Client Ref.: Public Infrastructure Cost Estimate

The following report provides an opinion of the probable construction cost for the Public Roadway Infrastructure Improvements to be included as part of the Development of the LeClaire Courts Redevelopment Site. The public improvements will include sewer work, utilidor work, dry utility work, pavements, sidewalks and parkway improvements. The Chicago Department of Water Management will install all watermain necessary to provide adequate service to the development site. WSP is providing a Summary of all anticipated costs to be incurred as part of its executive summary. The detailed Opinions of Cost for the improvements have been included in the Appendixes.

Yours sincerely,

Ninette Galvin
Project Manager

NG
Encl.
cc:
WSP ref.: B2203090.001

Suite 4200
30 North LaSalle Street
Chicago, IL 60602

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A	PROJECT SITE PLAN
B	ESTIMATE SUMMARY
C	DETAILED COST ESTIMATE
D	SECTION 1 PUBLIC INFRASTRUCTURE IMPROVEMENTS PERMIT PLAN SET SEE APPENDIX D ATTACHMENT
E	SECTION 2 PUBLIC INFRASTRUCTURE IMPROVEMENTS PRELIMINARY PLAN SET SEE APPENDIX E ATTACHMENT

1 EXECUTIVE SUMMARY

The enclosed Opinion of Probable Construction Cost, or Estimate, for the Public Infrastructure Improvements has been based upon design documents developed by WSP USA to capture the Civil Infrastructure required to re-align the roadway network and provide the related utility infrastructure related to the LeClaire Courts Re-Development. The drawings included in the Appendix of this document capture the improvements necessary within the public ROW to serve the LeClaire Courts Re-Development and serve as the basis for this cost estimate. The design documents were prepared by WSP USA originally as two separate packages and are dated April 26, 2023 for the Section 1 Improvements and February 27, 2023 for the Section 2 Improvement Plans. Prior to bidding the two packages will be combined and the project will be constructed under a single project.

The Construction Costs included in the following summary include direct hard costs related to the improvements, general conditions and overhead and profit. Additional costs that will be incurred by CDWM for the installation of new Water Mains to serve the development, the Academy for Global Citizenship and enhance water capacity in the neighborhood have also been included in this summary. Soft Costs incurred as part of the design and development as well as the legal work and surveys necessary to complete the improvements are also captured in the summary. A contingency is provided to account for the remaining design contingency, unforeseen conditions, the market's unprecedented cost increase for materials and labor shortage. An overview of additional assumptions and clarifications are included in the Basis of Estimate section.

LECLAIRE COURTS RE-DEVELOPMENT COST SUMMARY - PUBLIC INFRASTRUCTURE IMPROVEMENTS

(LeClaire Partners, LLC) Work Description	Construction Cost (Includes GC/OHP)
Roadway Hardscapes (Pavement, Curb, sidewalks, Pavement Markings, removals)	\$6,757,288
Earthwork	\$1,421,217
Traffic Signals and Lighting	\$1,358,108
Sewer Work	\$920,873
Utilidor work	\$728,950
Landscaping	\$818,987
Total Construction Costs (Hard Costs)	\$12,005,423

	Funding Costs
(LeClaire Partners, LLC) Construction Hard Costs	\$12,005,423
Developer Fee - 5% of Construction	\$600,271
Engineering & Design	\$1,830,931
Legal - ROW Work - Surveys	\$334,053
IDOT/Permit Fees	\$55,000
Contingency	\$1,731,586

TOTAL PROJECT COSTS	\$16,557,263
----------------------------	---------------------

2 BASIS OF ESTIMATE

2.1 OVERVIEW

The following assumptions and considerations have been incorporated into the development of this estimate:

- The drawings for the Section 1 and section 2 Public Improvements have been developed to a minimum 60% design level. A 10% design contingency will be included to account for unforeseen conditions, the market's unprecedented cost increase for materials and labor shortage.
- A 2% allowance has been provided for CDOT Quality Assurance Documentation and Efforts.
- Environmental Remediation is not required per the Letter of No Further Remediation received on June 13, 2014 from IEPA.
- Existing CDWM sewers to are in adequate condition and will be re-used for the proposed improvements except for the Lamon Avenue sewer which has been identified to require upsizing to meet the demands of the development. Existing sewers to remain will need to be videotaped prior to construction and will need to be replaced if found not suitable for re-use. Segments of the existing sewers will need to be replaced in the vicinity of the new watermain to be constructed by CDWM and as indicated in the Section 1 and Section 2 drawing sets.
- The developer shall provide his own detention requirements within the private parcels to be developed.
- CDWM will be installing new water mains to provide adequate capacity to serve the site. CDWM improvements will consist of two separate phases. The first CDWM improvement phase has been completed and consisted of new watermains along 44th Street and the portion of the site north of 44th. The second Phase of CDWM work will consist of the installation of a 16" beginning at 51st Street and connecting with the newly constructed 44th Street Watermain improvements and the installation of 8" water mains on LaCrosse, Laporte and Lavergne Avenues as required between 44th and 45th per the CDWM's watermain requirements letter.
- General Contractor risk is included in Construction Costs. Project Contingency is included as shown in the summary.
- Soft costs are included in the summary. Developer and CM soft costs are included for procurement, contract negotiation, oversight, change management and closeout. Multiple bid packages will be awarded for discrete scopes of work in lieu of awarding the project to a single general contractor.
- Pricing basis = 2nd Qtr. 2023, no escalation of construction costs is included. Assumes a twenty one (21) month construction duration for the proposed improvements. The project is anticipated to commence in Q4 2023 and extend through end of Q2 2025.
- LEED certification is not included.
- It is assumed, for excavation purposes, that this is not a balanced site. Approximately 9,000 cy of unsuitable soil is estimated for removal and disposal.
- Subtitle D – All unsuitable soil, not able to be used as fill, is assumed to be disposed of at a Subtitle D landfill.
- Electrical and Data duct banks and pull strings, as shown on the design drawings, have been included for the related electrical and communications work. Except for the street lighting, the furnishing and installation of all wire and cabling are not included due to the uncertainty of future ComEd power and data requirements. Construction costs of the ComEd power portion of these ducts are included as reimbursable costs.
- All related City of Chicago building permits, Streets & Sanitation, Office of Underground Coordination, Zoning permits & fees are assumed to be waived.
- City of Chicago Fees for the CDOT Construction Compliance Security Deposit and DEO Design Review and Inspection Fees are included in the City Funds line item.

- The basis of the estimate was formed on the following drawings and supplemental documents developed by WSP USA as listed below:
 - LeClaire Courts - Section 1 Public Improvements dated 4/26/2023
 - LeClaire Courts - Section 2 Public Improvements dated 2/27/2023
- This Estimate is considered a live document and is based on the current information present. The Estimate is considered an AACE Class 3 Estimate with an expected accuracy range of -15% to +20%, typical variation in low and high ranges at an 80% confidence interval.

2.2 ROADWAY IMPROVEMENT SUMMARY

2.2.1 EXISTING CONDITIONS AND REMOVALS

The LeClaire Courts Re-development has incorporated key stakeholder input into the design of Site Improvements. As requested by CDOT the existing roadway network will be re-aligned with the existing City Grid system. This requires the complete removal of 44th Place and full construction/re-construction of the north-south roadways. 43rd Street will also be re-aligned to go due east-west until it reaches the portion where it continues in a diagonal due south-west to Laporte Avenue. Within the limits of the site, shown in the illustration below in blue, all sidewalks, curb & gutters will be replaced. The majority of the pavements will be removed and replaced due to scope of work. However, pavement improvements on 45th Street, Lavergne Avenue and 44th Street (Lavergne to Laporte) will be limited to a mill and resurface operation. All parkways within the site boundary will be refreshed as possible. The proposed landscaping will incorporate maintaining all existing good condition trees as the re-alignment of the streets permits.



Existing Site – Proposed ROW shown in blue.

2.2.2 PROPOSED UTILITY IMPROVEMENTS

The vast majority of utility facilities on the existing site have been abandoned or require upgrades to adequately serve the neighborhood and will be replaced. The following summary by facility captures the proposed utility improvements to be included in the Public Infrastructure packages.

1) **Sewers**

The existing sewers due north-south along LaCrosse Avenue, Laporte Avenue and Lavergne Avenue will be reused. Portions of these sewers will be replaced with Ductile Iron Pipe segments at the crossings with the new watermain that is being constructed by CDWM. The existing Lamon Avenue sewer requires upsizing and therefore the entire run between 45th Street and 43rd Street will be upgraded as required. All sewers shall be videotaped during construction and if any segment is determined to be in poor condition it will be repaired as determined by the CDWM – Sewer Section.

2) **Water Mains**

The existing water main system requires capacity improvements. The CDWM – Water Section will be constructing the required capacity improvements in two Phases. Phase 1 has been completed and included new mains as follow: 12" main on 44th St. (Laramie Ave. to Cicero Ave.), 8" main on Laporte Ave. (44th St. to 43rd St.), 8" and 12" mains on 43rd St. (Laporte Ave. To Cicero Ave.), 12" main on Lamon Ave. (44th St. to 43rd St.).

Phase 2 will add new mains as follow: 8" main on Lavergne Ave. (44th St. to 45th St.), 8" main on Laporte Ave. (44th St. to 45th St.), 16" mains on Lamon Ave. (44th St. to 51st St.), 8" main on LaCrosse Ave. (44th St. to 45th St.).

3) **Lighting**

The existing lighting system surrounding the site consists of outdated embedded light poles that use aerial wiring and show evidence of being struck by vehicles over time. Per discussions with CDOT-DEO the lighting system will be replaced with facilities meeting current standards. Two new lighting controllers will be installed to serve the entire development.

4) **Traffic Signals**

There are two traffic signal locations identified in the traffic study prepared by KLOA for this site. The first location is the intersection of 43rd / Cicero which has existing facilities that have been determined to be suitable for re-use. Modifications will be implemented at this intersection to modernize the signals such as 6 new signal heads, new pedestrian countdown heads and a new ATC controller. These improvements at the 43rd/Cicero Intersection are anticipated to be implemented within the first year of construction Public Improvements.

The new signalized intersection to be installed at the intersection of 45th / Cicero is anticipated to be implemented towards the later portion of the project and therefore be completed by Q2 2025.

5) **Utilidor (Telecoms)**

All telecommunications facilities will be managed via the installation of a new 2,800 ft length utilidor main. The main will run on 43rd St. (Cicero Ave. to Lamon Ave.), on Lamon Ave. (43rd St. to 45th St.), on 44th St. (Lamon Ave to Laporte Ave) and finally on Laporte Ave. (44th St. to 45th St.).

6) **Gas and ComEd**

No existing gas or electric facilities exist within the site and therefore the proposed improvement intends to provide main feeders following a similar alignment to the one indicated for the new utilidor. Costs for these facilities are not included in this cost estimate.

2.2.3 PROPOSED ROADWAY IMPROVEMENTS

In addition to the utility infrastructure required at the site, the roadway system will be revamped through the site. A summary of the roadway improvements is as follows.

1) **45th Street**

Proposed Roadway Improvements on 45th Street consist of:

- New Curb (north side of roadway only Cicero Ave. to Lavergne Ave.)
- New Landscaped Parkway (north side of roadway only Cicero Ave. to Lavergne Ave.)
- New Sidewalks (north side of roadway only Cicero Ave. to Lavergne Ave.)
- New ADA ramps (all corners Cicero Ave. to Lavergne Ave.)
- Mill and resurface entire roadway width (Cicero Ave. to Lavergne Ave.)
- New Driveways into future Parcel per PD plan.

2) **44th Street**

Proposed Roadway Improvements on 44th Street consist of:

- New Curb and gutters (Cicero Ave. to Lavergne Ave.)
- New Landscaped Parkways (Cicero Ave. to Lavergne Ave.)
- New Sidewalks (Cicero Ave. to Lavergne Ave.)
- New ADA ramps (all corners Cicero Ave. to Lavergne Ave.)
- Remove and Replace Pavement Full Depth (north half roadway Cicero Ave. to Laporte Ave.)
- Mill and resurface south half of road (Cicero Ave. to Laporte Ave.)
- Mill and resurface entire roadway width (Laporte to Lavergne Ave.)
- New Driveways into future Parcel per PD plan.

3) **43rd Street**

Proposed Roadway Improvements on 43rd Street consist of:

- New Curb and gutters (Cicero Ave. to Laporte Ave.)
- New Landscaped Parkways (Cicero Ave. to Laporte Ave.)
- New Sidewalks (Cicero Ave. to Laporte Ave.)
- New ADA ramps (all corners Cicero Ave. to Laporte Ave.)
- Remove and Replace Pavement Full Depth (full road width Cicero Ave. to Lamon Ave.)
- Remove and Replace Pavement Full Depth (north half road Lamon Ave. to Laporte Ave.)
- Mill and resurface south half of road (Lamon Ave. to Laporte Ave.)
- New Driveways into future Parcel per PD plan.

4) **Lavergne Avenue**

Proposed Roadway Improvements on Lavergne Avenue consist of:

- New Landscaped Parkway (east side of roadway only)
- New Sidewalks (east side of roadway only)
- New ADA ramps (all corners 44th St. to 45th St.)
- Mill and resurface entire roadway width (44th St. to 45th St.)
- New Driveways into future Parcel per PD plan.

5) **Laporte Avenue**

Proposed Roadway Improvements on Laporte Avenue consist of:

- New Curb and gutters (43rd St. to 45th St.)
- New Landscaped Parkways (43rd St. to 45th St.)
- New Sidewalks (43rd St. to 45th St.)
- New ADA ramps (all corners 43rd St. to 45th St.)
- Earthwork
- New Pavement Full Depth (43rd St. to 45th St.)
- New Driveways into future Parcel per PD plan.

6) **Lamon Avenue**

Proposed Roadway Improvements on Laporte Avenue consist of:

- New Curb and gutters (43rd St. to 45th St.)
- New Landscaped Parkways (43rd St. to 45th St.)
- New Sidewalks (43rd St. to 45th St.)
- New ADA ramps (all corners 43rd St. to 45th St.)
- Earthwork
- New Pavement Full Depth (43rd St. to 45th St.)
- New Driveways into future Parcel per PD plan.

7) **LaCrosse Avenue**

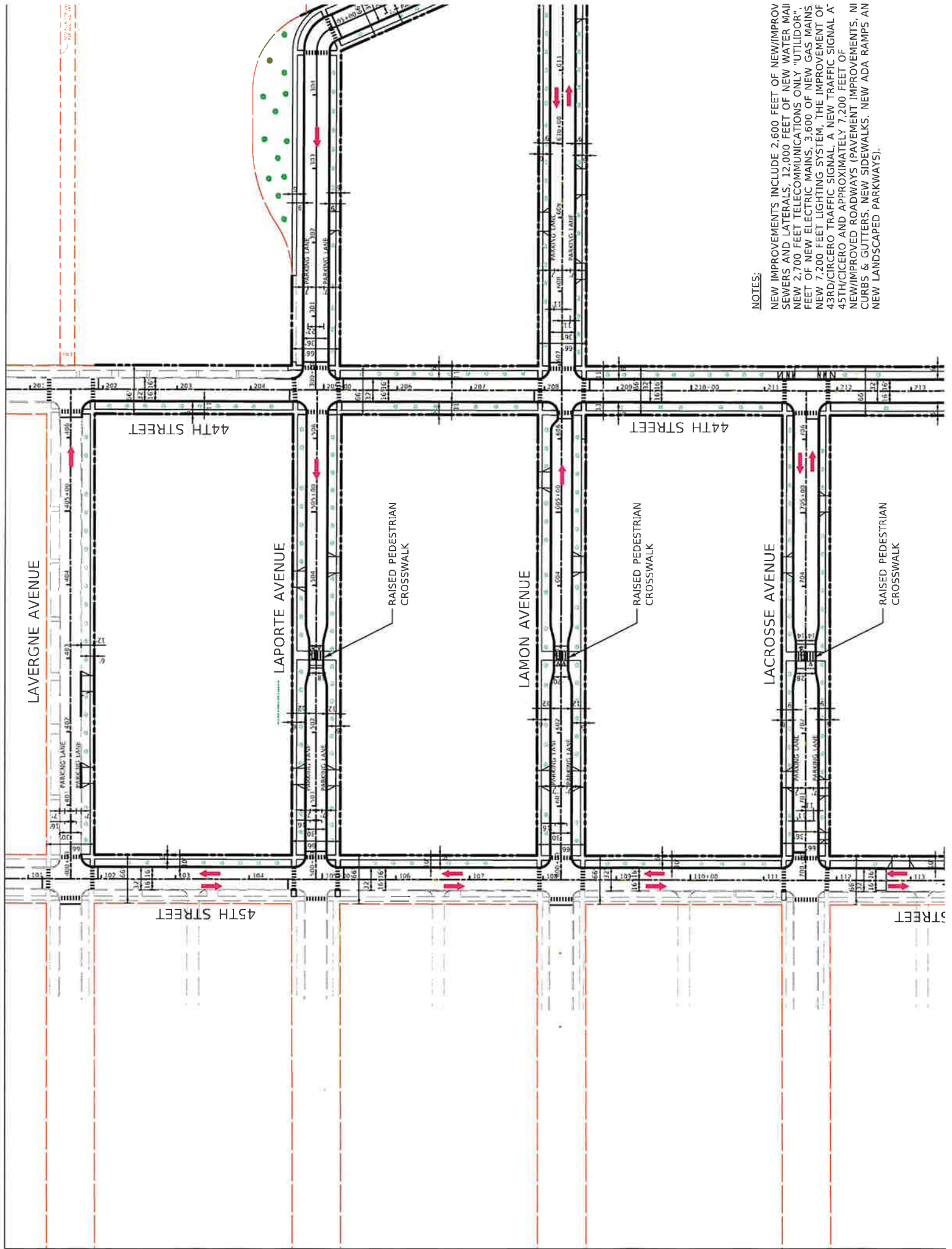
Proposed Roadway Improvements on Laporte Avenue consist of:

- New Curb and gutters (44th St. to 45th St.)
- New Landscaped Parkways (44th St. to 45th St.)
- New Sidewalks (44th St. to 45th St.)
- New ADA ramps (all corners 44th St. to 45th St.)
- Earthwork
- New Pavement Full Depth (44th St. to 45th St.)
- New Driveways into future Parcel per PD plan.

For more typical section details please see the proposed typical sections for each roadway segment included in the Section 1 and Section 2 Public Infrastructure drawing sets attached in appendixes E and F.

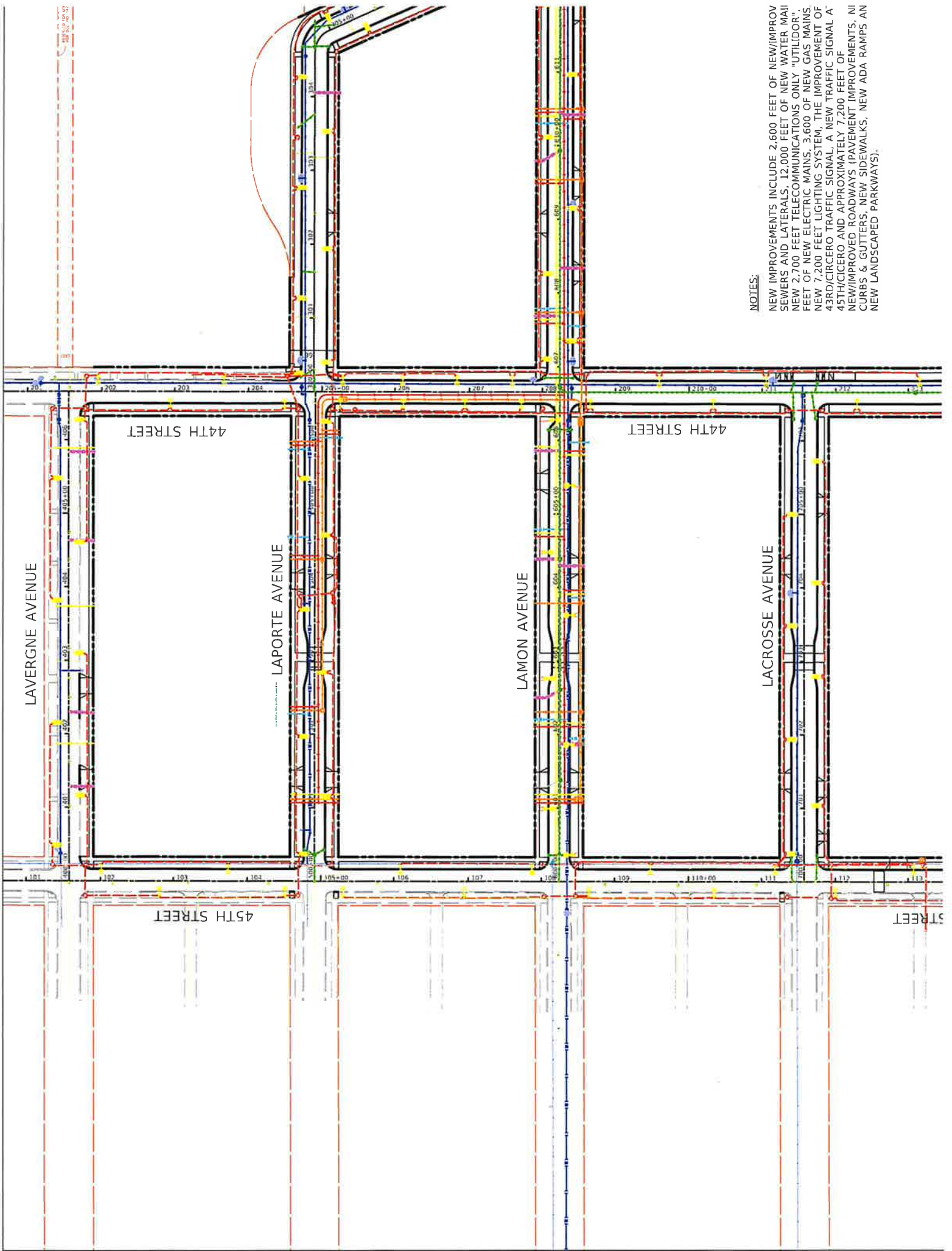
APPENDIX

A PROJECT SITE PLAN



NOTES:

NEW IMPROVEMENTS INCLUDE 2,600 FEET OF NEW/IMPROV SEWERS AND LATERALS, 12,000 FEET OF NEW WATER MAINS, NEW 2,700 FEET TELECOMMUNICATIONS ONLY "UTILIDOR", FEET OF NEW ELECTRIC MAINS, 3,600 FEET OF NEW GAS MAINS, NEW 7,200 FEET LIGHTING SYSTEM, THE IMPROVEMENT OF 43RD/CIRCERO TRAFFIC SIGNAL, A NEW TRAFFIC SIGNAL AT 45TH/CIRCERO AND APPROXIMATELY 7,200 FEET OF NEW/IMPROVED ROADWAYS (PAVEMENT IMPROVEMENTS, NI CURBS & GUTTERS, NEW SIDEWALKS, NEW ADA RAMPS AN NEW LANDSCAPED PARKWAYS).



NOTES:

NEW IMPROVEMENTS INCLUDE 2,600 FEET OF NEW/IMPROV
 SEWERS AND LATERALS, 12,000 FEET OF NEW WATER MAI
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 FEET OF NEW ELECTRIC MAINS, 3,600 OF NEW GAS MAINS
 NEW 7,200 FEET LIGHTING SYSTEM, THE IMPROVEMENT OF
 43RD/CIRCERO TRAFFIC SIGNAL, A NEW TRAFFIC SIGNAL A
 45TH/CIRCERO AND APPROXIMATELY 7,200 FEET OF
 NEW/IMPROVED ROADWAYS (PAVEMENT IMPROVEMENTS, NI
 CURBS & GUTTERS, NEW SIDEWALKS, NEW ADA RAMPS AN
 NEW LANDSCAPED PARKWAYS).

APPENDIX

B ESTIMATE SUMMARY

**LECLAIRE COURTS RE-DEVELOPMENT
COST SUMMARY - PUBLIC INFRASTRUCTURE IMPROVEMENTS**

(LeClaire Partners, LLC) Work Description	Construction Cost (Includes GC/OHP)
Roadway Hardscapes (Pavement, Curb, sidewalks, Pavement Markings, removals)	\$6,757,288
Earthwork	\$1,421,217
Traffic Signals and Lighting	\$1,358,108
Sewer Work	\$920,873
Utilidor work	\$728,950
Landscaping	\$818,987
Total Construction Costs (Hard Costs)	\$12,005,423

	Funding Costs
(LeClaire Partners, LLC) Construction Hard Costs	\$12,005,423
Developer Fee - 5% of Construction	\$600,271
Engineering & Design	\$1,830,931
Legal - ROW Work - Surveys	\$334,053
IDOT/Permit Fees	\$55,000
Contingency	\$1,731,586

TOTAL PROJECT COSTS **\$16,557,263**

APPENDIX

C DETAILED COST ESTIMATE

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT DIAMETER	27	\$40.00	\$1,080.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT DIAMETER	658	\$50.00	\$32,900.00
3	EARTH EXCAVATION	CUBIC YARD	10,015	\$35.00	\$350,512.24
4	TRENCH BACKFILL	CUBIC YARD	3,265	\$30.00	\$97,939.07
5	EROSION CONTROL BLANKET	SQUARE YARD	7,346	\$3.00	\$22,038.00
6	DUST CONTROL WATERING	UNIT	200	\$20.00	\$4,000.00
7	PERIMETER EROSION BARRIER	FOOT	2,000	\$3.00	\$6,000.00
8	INLET FILTERS	EACH	50	\$150.00	\$7,500.00
9	UTILIDOR 4-DUCT BANK	FOOT	297	\$150.00	\$44,550.00
10	UTILIDOR 8-DUCT BANK	FOOT	408	\$150.00	\$61,200.00
11	UTILIDOR 16-DUCT BANK	FOOT	1,271	\$200.00	\$254,200.00
12	UTILIDOR MANHOLE, TYPE 1	EACH	4	\$15,000.00	\$60,000.00
13	UTILIDOR MANHOLE, TYPE 2	EACH	4	\$8,000.00	\$32,000.00
14	SUBBASE GRANULAR MATERIAL, TYPE B	CUBIC YARD	2,298	\$45.00	\$103,410.00
15	TEMPORARY PAVEMENT	SQUARE YARD	90	\$150.00	\$13,500.00
16	PORTLAND CEMENT CONCRETE BASE COURSE 9"	SQUARE YARD	12,263	\$80.00	\$981,032.00
17	AGGREGATE FOR TEMPORARY ACCESS	LUMP SUM	1	\$35,000.00	\$35,000.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
18	HOT-MIX ASPHALT SURFACE REMOVAL, (VARIABLE DEPTH)	SQUARE YARD	2,709	\$15.00	\$40,628.33
19	BITUMINOUS MATERIALS (TACK COAT)	POUND	8,846	\$1.50	\$13,269.00
20	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1,651	\$115.00	\$189,865.00
21	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	1,101	\$135.00	\$148,635.00
22	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SQUARE YARD	455	\$85.00	\$38,700.50
23	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQUARE FOOT	39,863	\$10.00	\$398,630.00
24	PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH	SQUARE FOOT	2,304	\$14.00	\$32,256.00
25	PORTLAND CEMENT CONCRETE ADA RAMP, 8-INCH	SQUARE FOOT	3,752	\$15.00	\$56,280.00
26	LINEAR DETECTABLE WARNING TILES (CAST IRON)	SQUARE FOOT	396	\$40.00	\$15,840.00
27	RADIAL DETECTABLE WARNING TILES (CAST IRON)	SQUARE FOOT	138	\$50.00	\$6,900.00
28	PAVEMENT REMOVAL	SQUARE YARD	8,463	\$40.00	\$338,511.11
29	COMBINATION CURB AND GUTTER REMOVAL	FOOT	5,238	\$7.00	\$36,666.00
30	SIDEWALK REMOVAL	SQUARE FOOT	26,924	\$4.00	\$107,696.00
31	FENCE REMOVAL	FOOT	5,388	\$15.00	\$80,820.00
32	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SQUARE YARD	455	\$85.00	\$38,700.50
33	ABANDON AND FILL EXISTING COMBINED SEWER	FOOT	1,668	\$50.00	\$83,400.00
34	STORM SEWERS, TYPE 1, 8-INCH (DUCTILE IRON PIPE)	FOOT	462	\$160.00	\$73,920.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
35	STORM SEWERS, TYPE 2, 8-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	20	\$120.00	\$2,400.00
36	STORM SEWERS, TYPE 1, 10-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	34	\$145.00	\$4,930.00
37	STORM SEWERS, TYPE 1, 12-INCH (DUCTILE IRON PIPE)	FOOT	144	\$195.00	\$28,080.00
38	STORM SEWERS, TYPE 2, 12-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	1,700	\$140.00	\$238,000.00
39	STORM SEWERS, TYPE 2, 15-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	233	\$175.00	\$40,775.00
40	STORM SEWERS, TYPE 2, 18-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	656	\$200.00	\$131,200.00
41	STORM SEWERS, TYPE 2, 15-INCH (DUCTILE IRON PIPE)	FOOT	104	\$275.00	\$28,600.00
42	STORM SEWERS, TYPE 2, 10-INCH (DUCTILE IRON PIPE)	FOOT	28	\$180.00	\$5,040.00
43	STORM SEWERS, TYPE 2, 18-INCH (DUCTILE IRON PIPE)	FOOT	40	\$315.00	\$12,600.00
44	STORM SEWER GRANULAR EMBEDMENT MATERIAL	CY	455	\$45.00	\$20,477.78
45	STORM SEWER STABILIZATION STONE MATERIAL	CY	452	\$45.00	\$20,360.56
46	CATCH BASINS, TYPE A, 4-DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	24	\$5,000.00	\$120,000.00
47	MANHOLES, TYPE A, 4-DIAMETER, TYPE 1 FRAME, CLOSE LID (CITY OF CHICAGO)	EACH	8	\$8,000.00	\$64,000.00
48	CATCH BASINS TO BE ADJUSTED	EACH	16	\$400.00	\$6,400.00
49	MANHOLES TO BE ADJUSTED	EACH	24	\$400.00	\$9,600.00
50	VALVE VAULTS TO BE ADJUSTED	EACH	8	\$400.00	\$3,200.00
51	CITY ELECTRIC MANHOLES TO BE ADJUSTED	EACH	4	\$750.00	\$3,000.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
52	STEEL CASING PIPE, 15"	FOOT	22	\$125.00	\$2,750.00
53	FRAMES AND LIDS (CITY OF CHICAGO)	EACH	10	\$300.00	\$3,000.00
54	REMOVING CATCH BASINS	EACH	23	\$400.00	\$9,200.00
55	REMOVING MANHOLES	EACH	13	\$500.00	\$6,500.00
56	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	7,690	\$35.00	\$269,150.00
57	CONCRETE CURB, TYPE B	FOOT	470	\$30.00	\$14,100.00
58	CONCRETE COLLAR, 12 INCH	FOOT	104	\$50.00	\$5,200.00
59	CHAIN LINK FENCE, 6'	FOOT	6,565	\$45.00	\$295,425.00
60	NON-SPECIAL WASTE DISPOSAL	CUBIC YARD	8,515	\$70.00	\$596,024.49
61	SPECIAL WASTE DISPOSAL	CUBIC YARD	500	\$100.00	\$50,000.00
62	SPECIAL WASTE PLANS AND REPORTS	LUMP SUM	1	\$5,000.00	\$5,000.00
63	SOIL DISPOSAL ANALYSIS	EACH	25	\$1,500.00	\$37,500.00
64	ENGINEER'S FIELD OFFICE	CAL MO	15	\$3,000.00	\$45,000.00
65	MOBILIZATION	LUMP SUM	1	\$1,000,000.00	\$1,000,000.00
66	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$200,000.00	\$200,000.00
67	TEMPORARY CHAIN LINK FENCE WITH SCREENING, 6'	FOOT	1,190	\$15.00	\$17,850.00
68	RELOCATE TEMPORARY CHAIN LINK FENCE WITH SCREENING	FOOT	595	\$8.00	\$4,760.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
69	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	300	\$0.75	\$225.00
70	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	100	\$1.00	\$100.00
71	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	50	\$2.00	\$100.00
72	TEMPORARY CONCRETE BARRIER	FOOT	300	\$35.00	\$10,500.00
73	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	600	\$15.00	\$9,000.00
74	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	60	\$120.00	\$7,200.00
75	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQUARE FOOT	199	\$4.00	\$796.00
76	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2,068	\$1.00	\$2,068.00
77	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	349	\$1.50	\$523.50
78	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	0	\$3.00	\$0.00
79	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1,646	\$4.00	\$6,584.00
80	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQUARE FOOT	2,000	\$1.50	\$3,000.00
81	REMOVE EXISTING SIGN PANEL	EACH	23	\$55.00	\$1,265.00
82	REMOVE EXISTING SIGN PANEL AND POLE ASSEMBLY	EACH	11	\$90.00	\$990.00
83	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, SINGLE-SIDED	SQUARE FOOT	325	\$20.00	\$6,500.00
84	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, DOUBLE-SIDED	SQUARE FOOT	110	\$25.00	\$2,750.00
85	FURNISH SIGN PANEL, TYPE 2, REFLECTIVE, TYPE A, DOUBLE-SIDED	SQUARE FOOT	100	\$27.00	\$2,700.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
86	INSTALL SIGN PANEL (CENTER, FLAG, BACK-TO-BACK MOUNT)	EACH	100	\$65.00	\$6,500.00
87	FURNISH AND INSTALL POLES, DIG METHOD	EACH	44	\$270.00	\$11,880.00
88	FURNISH AND INSTALL POLES, DRILL METHOD	EACH	3	\$350.00	\$1,050.00
89	CLEAN AND RACK EXISTING ELECTRICAL MANHOLE OR HANDHOLE	EACH	1	\$1,500.00	\$1,500.00
90	DRILL EXISTING MANHOLE OR HANDHOLE	EACH	1	\$1,500.00	\$1,500.00
91	TRENCH AND BACKFILL WITH SCREENINGS	FOOT	7,705	\$25.00	\$192,625.00
92	ELECTRICAL HANDHOLE, HEAVY DUTY, 36", 24" FRAME AND LID	EACH	14	\$3,000.00	\$42,000.00
93	CONDUIT RISER, 1" GALVANIZED STEEL	FOOT	144	\$50.00	\$7,200.00
94	CONDUIT IN TRENCH, 2" PVC (SCHEDULE 40)	FOOT	14,050	\$5.00	\$70,250.00
95	CONDUIT IN TRENCH, 2" PVC (SCHEDULE 80)	FOOT	560	\$5.00	\$2,800.00
96	INTERCEPT EXISTING CONDUIT	EACH	2	\$400.00	\$800.00
97	SERVICE CABLE, 3-1/C NO. 3/0	FOOT	400	\$27.00	\$10,800.00
98	SERVICE CABLE, 3-1/C NO. 6	FOOT	400	\$10.00	\$4,000.00
99	INSULATED GROUND CABLE IN CONDUIT, 1/C NO. 8	FOOT	16,802	\$2.00	\$33,603.00
100	ELECTRIC CABLE IN CONDUIT, TRIPLEX, 2-1/C NO. 6, 1-1/C NO. 8	FOOT	14,610	\$6.00	\$87,660.00
101	CABLE SPLICE, TRIPLEX CABLE (2 NO. 6, 1 NO. 8)	EACH	90	\$100.00	\$9,000.00
102	SERVICE INSTALLATION, 200 AMP	EACH	2	\$2,200.00	\$4,400.00

**ENGINEER'S OPINION OF PROBABLE COST
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WSP PROJECT NO. B2203090.001**

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ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
103	SERVICE CONNECTION TO CECO LINE	EACH	2	\$1,500.00	\$3,000.00
104	LUMINAIRE, COBRAHEAD, TYPE III, ARTERIAL, 194W LED, 240V, FULL CUT-OFF	EACH	3	\$750.00	\$2,250.00
105	LUMINAIRE, COBRAHEAD, TYPE III, ARTERIAL, 97W LED, 240V, FULL CUT-OFF	EACH	42	\$750.00	\$31,500.00
106	CONCRETE FOUNDATION FOR BASE MOUNTED STREET LIGHT CONTROLLER CABINET	EACH	2	\$4,000.00	\$8,000.00
107	HELIX FOUNDATION, 7 FOOT, 10 INCH TO 15 INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	45	\$1,200.00	\$54,000.00
108	MAINTENANCE AND REMOVAL OF EXISTING LIGHTING EQUIPMENT	LUMP SUM	1	\$10,000.00	\$10,000.00
109	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, BRACKET MOUNTED	EACH	4	\$1,200.00	\$4,800.00
110	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, MAST ARM MOUNTED	EACH	8	\$1,400.00	\$11,200.00
111	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, BRACKET MOUNTED, COUNTDOWN	EACH	4	\$1,400.00	\$5,600.00
112	AUDIBLE PEDESTRIAN PUSH BUTTON TRAFFIC SIGNAL STATION	EACH	4	\$1,200.00	\$4,800.00
113	AUDIBLE PEDESTRIAN TRAFFIC SIGNAL CONTROLLER	EACH	1	\$2,000.00	\$2,000.00
114	PEDESTRIAN PUSH BUTTON SIGNAL POST	EACH	1	\$2,000.00	\$2,000.00
115	ATC CONTROLLER, TRAFFIC, 16 LOAD BAY, "SUPER P" CABINET, UPS	EACH	1	\$35,000.00	\$35,000.00
116	CONTROLLER, STREET LIGHTING, BASE MOUNTED, 1 PHASE, 200 AMP	EACH	2	\$12,000.00	\$24,000.00
117	MAST ARM, DAVIT, ALUMINIUM, ARTERIAL, 8 FOOT	EACH	42	\$700.00	\$29,400.00
118	MAST ARM, STEEL, LIGHTING, 15 FOOT	EACH	3	\$800.00	\$2,400.00
119	POLE, ALUMINIUM, ARTERIAL, DAVIT, 15" BOLT CIRCLE	EACH	45	\$4,000.00	\$180,000.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 1
WSP PROJECT NO. B2203090.001**

4/27/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
120	ARBORIST INSPECTION	LUMP SUM	1	\$5,000.00	\$5,000.00
121	AGRONOMIC SOIL TEST	EACH	30	\$75.00	\$2,250.00
122	TREE PROTECTION	EACH	27	\$150.00	\$4,050.00
123	HYDRAULIC MULCH	ACRE	1	\$8,950.00	\$8,950.78
124	TOPSOIL EXCAVATION AND PLACEMENT	CUBIC YARD	1,778	\$35.00	\$62,222.22
125	TOPSOIL FURNISH AND PLACE, 12"	SQUARE YARD	5,421	\$40.00	\$216,840.00
126	NITROGEN FERTILIZER NUTRIENT	POUND	101	\$30.00	\$3,024.11
127	PHOSPHORUS FERTILIZER NUTRIENT	POUND	101	\$30.00	\$3,024.11
128	POTASSIUM FERTILIZER NUTRIENT	POUND	101	\$30.00	\$3,024.11
129	NEW TREES (ALL SPECIES)	EACH	159	\$1,200.00	\$190,800.00
	TOTAL BASE BID (NO CONTINGENCY):				\$8,558,706.42
	Contingency 10%				\$855,870.64
	TOTAL WITH CONTINGENCY				\$9,414,577.06

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT DIAMETER	0	\$40.00	\$0.00
2	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT DIAMETER	228	\$50.00	\$11,400.00
3	EARTH EXCAVATION	CUBIC YARD	3,916	\$35.00	\$137,060.00
4	TRENCH BACKFILL	CUBIC YARD	107	\$75.00	\$8,000.00
5	EROSION CONTROL BLANKET	SQUARE YARD	4,260	\$3.00	\$12,781.33
6	DUST CONTROL WATERING	UNIT	100	\$20.00	\$2,000.00
7	PERIMETER EROSION BARRIER	FOOT	1,000	\$3.00	\$3,000.00
8	INLET FILTERS	EACH	21	\$150.00	\$3,150.00
9	UTILIDOR 4-DUCT BANK	FOOT	280	\$150.00	\$42,000.00
10	UTILIDOR 8-DUCT BANK	FOOT	400	\$150.00	\$60,000.00
11	UTILIDOR 16-DUCT BANK	FOOT	560	\$200.00	\$112,000.00
12	UTILIDOR MANHOLE, TYPE 1	EACH	1	\$15,000.00	\$15,000.00
13	UTILIDOR MANHOLE, TYPE 2	EACH	6	\$8,000.00	\$48,000.00
14	SUBBASE GRANULAR MATERIAL, TYPE B	CUBIC YARD	470	\$45.00	\$21,168.33
15	TEMPORARY PAVEMENT	SQUARE YARD	0	\$150.00	\$0.00
16	PORTLAND CEMENT CONCRETE BASE COURSE 9"	SQUARE YARD	2,520	\$80.00	\$201,600.00
17	AGGREGATE FOR TEMPORARY ACCESS	LUMP SUM	1	\$15,000.00	\$15,000.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
18	HOT-MIX ASPHALT SURFACE REMOVAL, (VARIABLE DEPTH)	SQUARE YARD	6,330	\$15.00	\$94,953.33
19	BITUMINOUS MATERIALS (TACK COAT)	POUND	8,583	\$1.50	\$12,875.00
20	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N70	TON	1,298	\$115.00	\$149,247.00
21	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N70	TON	865	\$135.00	\$116,802.00
22	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SQUARE YARD	356	\$85.00	\$30,260.00
23	PORTLAND CEMENT CONCRETE SIDEWALK, 5-INCH	SQUARE FOOT	22,102	\$10.00	\$221,020.00
24	PORTLAND CEMENT CONCRETE SIDEWALK, 8-INCH	SQUARE FOOT	1,320	\$14.00	\$18,480.00
25	PORTLAND CEMENT CONCRETE ADA RAMP, 8-INCH	SQUARE FOOT	1,980	\$15.00	\$29,700.00
26	LINEAR DETECTABLE WARNING TILES (CAST IRON)	SQUARE FOOT	248	\$40.00	\$9,920.00
27	RADIAL DETECTABLE WARNING TILES (CAST IRON)	SQUARE FOOT	0	\$50.00	\$0.00
28	PAVEMENT REMOVAL	SQUARE YARD	2,350	\$40.00	\$93,982.22
29	COMBINATION CURB AND GUTTER REMOVAL	FOOT	2,408	\$7.00	\$16,856.00
30	SIDEWALK REMOVAL	SQUARE FOOT	14,932	\$4.00	\$59,728.00
31	FENCE REMOVAL	FOOT	2,420	\$15.00	\$36,300.00
32	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8-INCH	SQUARE YARD	420	\$85.00	\$35,700.00
33	ABANDON AND FILL EXISTING COMBINED SEWER	FOOT	240	\$50.00	\$12,000.00
34	STORM SEWERS, TYPE 1, 8-INCH (DUCTILE IRON PIPE)	FOOT	64	\$200.00	\$12,800.00

Prepared By:



**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
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9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
35	STORM SEWERS, TYPE 2, 8-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	16	\$150.00	\$2,400.00
36	STORM SEWERS, TYPE 1, 10-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	38	\$145.00	\$5,510.00
37	STORM SEWERS, TYPE 1, 12-INCH (DUCTILE IRON PIPE)	FOOT	190	\$195.00	\$37,050.00
38	STORM SEWERS, TYPE 2, 12-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	190	\$140.00	\$26,600.00
39	STORM SEWERS, TYPE 2, 15-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	0	\$175.00	\$0.00
40	STORM SEWERS, TYPE 2, 18-INCH (EXTRA STRENGTH VITRIFIED CLAY PIPE)	FOOT	0	\$200.00	\$0.00
41	STORM SEWER GRANULAR EMBEDMENT MATERIAL	CY	11	\$90.00	\$960.00
42	STORM SEWER STABILIZATION STONE MATERIAL	CY	21	\$90.00	\$1,920.00
43	CATCH BASINS, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, OPEN LID (CITY OF CHICAGO)	EACH	4	\$5,000.00	\$20,000.00
44	MANHOLES, TYPE A, 4'-DIAMETER, TYPE 1 FRAME, CLOSE LID (CITY OF CHICAGO)	EACH	2	\$8,000.00	\$16,000.00
45	CATCH BASINS TO BE ADJUSTED	EACH	8	\$400.00	\$3,200.00
46	MANHOLES TO BE ADJUSTED	EACH	10	\$400.00	\$4,000.00
47	VALVE VAULTS TO BE ADJUSTED	EACH	2	\$400.00	\$800.00
48	CITY ELECTRIC MANHOLES TO BE ADJUSTED	EACH	1	\$750.00	\$750.00
49	STEEL CASING PIPE, 15"	FOOT	0	\$125.00	\$0.00
50	FRAMES AND LIDS (CITY OF CHICAGO)	EACH	5	\$300.00	\$1,500.00
51	REMOVING CATCH BASINS	EACH	2	\$400.00	\$800.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
52	REMOVING MANHOLES	EACH	1	\$500.00	\$500.00
53	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-V.12	FOOT	3,760	\$35.00	\$131,600.00
54	CONCRETE CURB, TYPE B	FOOT	204	\$30.00	\$6,120.00
55	CONCRETE COLLAR, 12 INCH	FOOT	208	\$50.00	\$10,400.00
56	CHAIN LINK FENCE, 6'	FOOT	2,450	\$45.00	\$110,250.00
57	NON-SPECIAL WASTE DISPOSAL	CUBIC YARD	2,716	\$70.00	\$190,120.00
58	SPECIAL WASTE DISPOSAL	CUBIC YARD	200	\$100.00	\$20,000.00
59	SPECIAL WASTE PLANS AND REPORTS	LUMP SUM	1	\$5,000.00	\$5,000.00
60	SOIL DISPOSAL ANALYSIS	EACH	20	\$1,500.00	\$30,000.00
61	ENGINEER'S FIELD OFFICE	CAL MO	12	\$3,000.00	\$36,000.00
62	MOBILIZATION	LUMP SUM	1	\$200,000.00	\$200,000.00
63	TRAFFIC CONTROL AND PROTECTION	LUMP SUM	1	\$75,000.00	\$75,000.00
64	TEMPORARY CHAIN LINK FENCE WITH SCREENING, 6'	FOOT	400	\$15.00	\$6,000.00
65	RELOCATE TEMPORARY CHAIN LINK FENCE WITH SCREENING	FOOT	200	\$8.00	\$1,600.00
66	TEMPORARY PAVEMENT MARKING - LINE 6"	FOOT	300	\$0.75	\$225.00
67	TEMPORARY PAVEMENT MARKING - LINE 12"	FOOT	100	\$1.00	\$100.00
68	TEMPORARY PAVEMENT MARKING - LINE 24"	FOOT	50	\$2.00	\$100.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
69	TEMPORARY CONCRETE BARRIER	FOOT	200	\$35.00	\$7,000.00
70	RELOCATE TEMPORARY CONCRETE BARRIER	FOOT	400	\$15.00	\$6,000.00
71	TEMPORARY CONCRETE BARRIER (TO REMAIN PERMANENTLY)	FOOT	0	\$120.00	\$0.00
72	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQUARE FOOT	199	\$4.00	\$796.00
73	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2,068	\$1.00	\$2,068.00
74	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	349	\$1.50	\$523.50
75	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	0	\$3.00	\$0.00
76	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1,646	\$4.00	\$6,584.00
77	PAVEMENT MARKING REMOVAL - WATER BLASTING	SQUARE FOOT	2,000	\$1.50	\$3,000.00
78	REMOVE EXISTING SIGN PANEL	EACH	23	\$55.00	\$1,265.00
79	REMOVE EXISTING SIGN PANEL AND POLE ASSEMBLY	EACH	11	\$90.00	\$990.00
80	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, SINGLE-SIDED	SQUARE FOOT	325	\$20.00	\$6,500.00
81	FURNISH SIGN PANEL, TYPE 1, REFLECTIVE, TYPE A, DOUBLE-SIDED	SQUARE FOOT	110	\$25.00	\$2,750.00
82	FURNISH SIGN PANEL, TYPE 2, REFLECTIVE, TYPE A, DOUBLE-SIDED	SQUARE FOOT	100	\$27.00	\$2,700.00
83	INSTALL SIGN PANEL (CENTER, FLAG, BACK-TO-BACK MOUNT)	EACH	100	\$65.00	\$6,500.00
84	FURNISH AND INSTALL POLES, DIG METHOD	EACH	44	\$270.00	\$11,880.00
85	FURNISH AND INSTALL POLES, DRILL METHOD	EACH	3	\$350.00	\$1,050.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
86	CLEAN AND RACK EXISTING ELECTRICAL MANHOLE OR HANDHOLE	EACH	1	\$1,500.00	\$1,500.00
87	DRILL EXISTING MANHOLE OR HANDHOLE	EACH	1	\$1,500.00	\$1,500.00
88	TRENCH AND BACKFILL WITH SCREENINGS	FOOT	3,780	\$25.00	\$94,500.00
89	ELECTRICAL HANDHOLE, HEAVY DUTY, 36", 24" FRAME AND LID	EACH	10	\$3,000.00	\$30,000.00
90	CONDUIT RISER, 1" GALVANIZED STEEL	FOOT	144	\$50.00	\$7,200.00
91	CONDUIT IN TRENCH, 2" PVC (SCHEDULE 40)	FOOT	3,500	\$5.00	\$17,500.00
92	CONDUIT IN TRENCH, 2" PVC (SCHEDULE 80)	FOOT	280	\$5.00	\$1,400.00
93	INTERCEPT EXISTING CONDUIT	EACH	2	\$400.00	\$800.00
94	SERVICE CABLE, 3-1/C NO. 3/0	FOOT	400	\$27.00	\$10,800.00
95	SERVICE CABLE, 3-1/C NO. 6	FOOT	400	\$10.00	\$4,000.00
96	INSULATED GROUND CABLE IN CONDUIT, 1/C NO. 8	FOOT	3,780	\$2.00	\$7,560.00
97	ELECTRIC CABLE IN CONDUIT, TRIPLEX, 2-1/C NO. 6, 1-1/C NO. 8	FOOT	7,560	\$6.00	\$45,360.00
98	CABLE SPLICE, TRIPLEX CABLE (2 NO. 6, 1 NO. 8)	EACH	50	\$100.00	\$5,000.00
99	SERVICE INSTALLATION, 200 AMP	EACH	1	\$2,200.00	\$2,200.00
100	SERVICE CONNECTION TO CECO LINE	EACH	1	\$1,500.00	\$1,500.00
101	LUMINAIRE, COBRAHEAD, TYPE III, ARTERIAL, 194W LED, 240V, FULL CUT-OFF	EACH	0	\$750.00	\$0.00
102	LUMINAIRE, COBRAHEAD, TYPE III, ARTERIAL, 97W LED, 240V, FULL CUT-OFF	EACH	20	\$750.00	\$15,000.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
103	CONCRETE FOUNDATION FOR BASE MOUNTED STREET LIGHT CONTROLLER CABINET	EACH	1	\$4,000.00	\$4,000.00
104	HELIX FOUNDATION, 7 FOOT, 10 INCH TO 15 INCH BOLT CIRCLE, 4 ANCHOR BOLTS	EACH	20	\$1,200.00	\$24,000.00
105	MAINTENANCE AND REMOVAL OF EXISTING LIGHTING EQUIPMENT	LUMP SUM	1	\$10,000.00	\$10,000.00
106	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, BRACKET MOUNTED	EACH	4	\$1,200.00	\$4,800.00
107	SIGNAL HEAD, POLYCARBONATE, LED, 3-SECTION, MAST ARM MOUNTED	EACH	8	\$1,400.00	\$11,200.00
108	PEDESTRIAN SIGNAL HEAD, POLYCARBONATE, LED, BRACKET MOUNTED, COUNTDOWN	EACH	4	\$1,400.00	\$5,600.00
109	AUDIBLE PEDESTRIAN PUSH BUTTON TRAFFIC SIGNAL STATION	EACH	4	\$1,200.00	\$4,800.00
110	AUDIBLE PEDESTRIAN TRAFFIC SIGNAL CONTROLLER	EACH	1	\$2,000.00	\$2,000.00
111	PEDESTRIAN PUSH BUTTON SIGNAL POST	EACH	1	\$2,000.00	\$2,000.00
112	ATC CONTROLLER, TRAFFIC, 16 LOAD BAY, "SUPER P" CABINET, UPS	EACH	1	\$35,000.00	\$35,000.00
113	CONTROLLER, STREET LIGHTING, BASE MOUNTED, 1 PHASE, 200 AMP	EACH	1	\$12,000.00	\$12,000.00
114	MAST ARM, DAVIT, ALUMINIUM, ARTERIAL, 8 FOOT	EACH	20	\$700.00	\$14,000.00
115	MAST ARM, STEEL, LIGHTING, 15 FOOT	EACH	1	\$800.00	\$800.00
116	POLE, ALUMINIUM, ARTERIAL, DAVIT, 15" BOLT CIRCLE	EACH	26	\$4,000.00	\$104,000.00
117	ARBORIST INSPECTION	LUMP SUM	1	\$5,000.00	\$5,000.00
118	AGRONOMIC SOIL TEST	EACH	30	\$75.00	\$2,250.00
119	TREE PROTECTION	EACH	15	\$150.00	\$2,250.00

**ENGINEER'S OPINION OF PROBABLE COST
LECLAIRE COURTS - PUBLIC INFRASTRUCTURE IMPROVEMENTS - SECTION 2
WSP PROJECT NO. B2203090.001**

9/29/2023

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL PRICE
120	HYDRAULIC MULCH	ACRE	1	\$8,000.00	\$6,753.54
121	TOPSOIL EXCAVATION AND PLACEMENT	CUBIC YARD	0	\$35.00	\$0.00
122	TOPSOIL FURNISH AND PLACE, 12"	SQUARE YARD	4,260	\$40.00	\$170,417.78
123	NITROGEN FERTILIZER NUTRIENT	POUND	79	\$30.00	\$2,376.69
124	PHOSPHORUS FERTILIZER NUTRIENT	POUND	79	\$30.00	\$2,376.69
125	POTASSIUM FERTILIZER NUTRIENT	POUND	79	\$30.00	\$2,376.69
126	NEW TRESS (ANY)	EACH	105	\$1,200.00	\$126,000.00
	TOTAL BASE BID (NO CONTINGENCY):				\$3,446,716.12
	Contingency 10%				\$344,671.61
	TOTAL WITH CONTINGENCY				\$3,791,387.73

APPENDIX

D SECTION 1 PUBLIC INFRASTRUCTURE IMPROVEMENTS PERMIT PLAN SET

SEE APPENDIX D ATTACHMENT

APPENDIX

E SECTION 2 PUBLIC INFRASTRUCTURE IMPROVEMENTS PRELIMINARY PLAN SET

SEE APPENDIX E ATTACHMENT

EXHIBIT 4
FORM OF BOND

[To Be Added]

EXHIBIT 5

FORM OF ESCROW AGREEMENT

[To Be Added]

EXHIBIT 6

ESCROW AGREEMENT GMP DEPOSIT SCHEDULE

[To Be Added]

EXHIBIT 7

APPROVED PRIOR EXPENDITURES

[Attached]

[Subject to Revision Based on Final CDOT Review and Approval]

EXHIBIT 7 - APPROVED PRIOR EXPENDITURES

Line Item	Public Infrastructure Budget	Costs Incurred To Date
Construction Hard Costs (Work Procured by LeClaire Partners, LLC)	\$ 12,005,423	\$ -
Developer Fee - 5% of Construction	\$ 600,271.13	\$ -
Engineering & Design - (CDWM and Public Improvements)	\$ 1,830,931.06	\$ 1,417,170.06
Legal - ROW Work - Surveys	\$ 334,053	\$ 72,052.63
IDOT/Permit Fees	\$ 55,000	\$ 30,000.00
Contingency	\$ 1,731,586	\$ -
TOTAL	\$ 16,557,263.00	\$ 1,519,222.69

EXHIBIT 8

EXCEPTIONS FROM RETAINAGE

Bonds

Insurance

Professional Services, including but not limited to Project Management & Design Consultants

Developers Fee

Inspection Fees

Interim Financing Costs

Environmental Engineering

Permits and Fees Allowance

Utilities Allowance and Deposits

Geotechnical Reports and Testing

EXHIBIT 9

INSURANCE REQUIREMENTS

the Developers must provide and maintain at the Developers' own expense, or caused to be provided and maintained, until the Certificate is issued, the insurance coverages and requirements specified below, insuring all operations related to the Agreement.

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$5,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, independent contractors, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Developers must maintain limits of not less than \$2,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Developers must provide or cause to be provided Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis. Coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste, hazardous waste, and radioactive waste if applicable.

Subcontractors performing work for the Developers must maintain limits of not less than \$2,000,000 with the same terms herein.

4) Railroad Protective Liability

When any work is to be done adjacent to or on railroad or transit property, the Developers must provide or caused to be provided, with respect to the operations that the Developers or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad 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.

When applicable, a certified copy of the Railroad Protective Policy is to be submitted to:

Chicago Transit Authority
567 West Lake Street
Chicago, IL 60661

A binder will be accepted until such time that policy is issued.

5) Builders Risk

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

The Developers and subcontractors are responsible for any loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by the Developers or any subcontractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

Subcontractors performing professional services for the Developers must maintain limits of not less than \$1,000,000 with the same terms herein.

7) Valuable Papers

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

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy

which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

9) Asbestos Abatement Liability

When any asbestos work is performed in connection with this Agreement, Asbestos Abatement Liability Insurance must be provided with limits of not less than \$1,000,000 per occurrence insuring bodily injury, property damage and environmental cleanup. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of one (1) year. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

B. ADDITIONAL REQUIREMENTS

The Developers must furnish the City of Chicago, Department of Transportation, 2 N. LaSalle Street, Room 1110, Chicago, IL 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Developers must submit evidence of insurance on the City Insurance Certificate Form or commercial equivalent prior to closing. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from the Developers are not a waiver by the City of any requirements for the Developers to obtain and maintain the specified coverages. The Developers shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Developers of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to terminate this until proper evidence of insurance is provided.

The Developers must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by the Developers.

The Developers hereby waive and agree to require their insurers to waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Developers in no way limit the Developers' liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Developers under the Agreement.

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

If the Developers are a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Developers must require all subcontractors to provide the insurance required herein, or the Developers may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of the Developers unless otherwise specified in this Contract.

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

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements, so long as such action does not occur without the Developers' written consent to increase such requirements.

EXHIBIT 10

FEES WAIVED

CDOT - Division of Infrastructure Management

Permit Office

Lane Closure Fee

Sidewalk (not anticipated here)

Public Way Opening

Degradation Fee (not anticipated here)

Application Fee

Lost meter revenue: location and time dependent (not anticipated here)

Parking of a work vehicle (not anticipated here)

Construction Compliance Security Deposit

OUC

Deep Excavation Review

Inspection on Deep Excavation

OUC Protection of Existing Facilities