



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

## REQUEST FOR QUOTATION INVITATION

**FOR:** Plat of Survey for BNSF Sangamon Paseo

**RE:** Small Orders Non-Target Market Request for Quotation: **4969**  
Specification Number: **133540**

**DPS:** **ALVIN JEFFERSON**  
DPS Procurement Specialist  
Email: **alvin.jefferson@cityofchicago.org**  
Telephone: **312-744-7660**

**DUE DATE: August 20, 2015**

The City of Chicago Department of Procurement Services (DPS) invites vendors to submit a quote for the above requirement. If you are interested in doing business with the City of Chicago, you are encouraged to respond. Please direct all questions to the DPS Procurement Specialist listed above.

This RFQ and resulting Purchase Order (PO) are subject to the City of Chicago Request for Quotation and Detailed Specification (both attached), the Small Orders Terms and Conditions – Standard, and Special Condition Regarding MBE/WBE (downloadable from [cityofchicago.org/bids](http://cityofchicago.org/bids)), which are hereby incorporated into the RFQ and PO by reference. The Maximum Compensation under the resulting PO cannot exceed \$100,000.

RFQs, blank insurance certificates, and the Special Conditions Regarding MBE/WBE, including Schedules B, C-1, and D-1, are available at [cityofchicago.org/bids](http://cityofchicago.org/bids). Economic Disclosure Statements (EDSs) must be filed online at <https://webapps.cityofchicago.org/EDSWeb>.

**TO RESPOND:** Bidder must complete and sign the City of Chicago Request for Quotation **AND** Bidder's MBE/WBE Utilization Plan and send them via e-mail to [bidandbond@cityofchicago.org](mailto:bidandbond@cityofchicago.org) or by fax to **(312) 744-5611**. Include the RFQ and Specification number in the subject line/on the cover sheet on all correspondence. The required documents must be received no later than 11:00 a.m. Central Time on the above Due Date. Bids not containing both the Request for Quotation **AND** Bidder's MBE/WBE Utilization Plan will be rejected.

Bidder's MBE/WBE Utilization Plan **MUST** contain a Schedule D-1 and/or a Request for a Reduction to or Waiver of the MBE/WBE Goals per the MBE/WBE Special Conditions Section 1.5.4.

The MBE/WBE Schedule D must be notarized. The Request for a Reduction to or Waiver of the MBE/WBE Goals must conform to the MBE/WBE Special Conditions Section 1.4 – Regulations Governing Reductions To or Waiver of MBE/WBE Goals.

**Please write or stamp your firm's name on all pages of your bid submittal.**

Following the RFQ due date and time, a bid tabulation will be made available to the public on DPS's website at [cityofchicago.org/procurement](http://cityofchicago.org/procurement) under "Contract Administration," "Bid Tabulations" "Get Started Online." Search by the above specification number. Please allow one to three business days for posting of the bid tabulation.

The lowest responsive and responsible bidder will be contacted by the Procurement Specialist and will be required to submit: 1) The City of Chicago Request for Quotation with original signature; 2) properly filed EDS; 3) insurance certificate; 4) MBE/WBE Schedules B, C-1 and D-1 with original signatures (as applicable); and 5) current City of Chicago MBE/WBE Certification Letter(s) (as applicable).

The CPO will then move to award a PO. Notice of Award for a Small Order PO is made by the City's website when an Award Date is posted. Awarded POs and the Award Dates are made available to the public on DPS's website at [cityofchicago.org/procurement](http://cityofchicago.org/procurement) under "Contract Administration," "Awarded Contracts," "Get Started Online," "City of Chicago," "Contracts and Awards." Search by the above specification number.

Revised: July 3, 2014



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**DETAILED SPECIFICATION**

**Plat of Survey for BNSF Sangamon Paseo**  
**Specification 133540**

**The Department of Planning and Development is soliciting bids from experienced and qualified contractors to complete an ALTA/ACSM Land Title Survey.**

**1.0 PROJECT DESCRIPTION**

The Department of Planning and Development is proposing to acquire railroad property along Sangamon Avenue between 16<sup>th</sup> Street and 21<sup>st</sup> Street. BNSF Railroad owns the real property, and is in the process of abandonment with the Federal Surface Transportation Board. The intent is to acquire the property and develop it into a Paseo Walking Trail.

The Department is requesting the Plat of Survey also include the Sangamon Street right of way between 18<sup>th</sup> Street and 21<sup>st</sup> Street.

- a. **Attached are railroad right of way and track maps provided by BNSF Railroad. BNSF is in the process of removing the remaining track, and will provide an access permit for the surveyor.**
- b. **Attached also are title commitments and legal descriptions of the proposed acquisition parcels.**

The Department of Planning and Development is seeking land-survey services to complete an ALTA/ACSM Land Title Survey in accordance with minimum standard requirements for ALTA/ACSM Land Title Survey and adopted by American Land Title Association and National Society of Professional Surveyors. The work should be performed by a Professional Land Surveyor licensed in the State of Illinois.

**Project Timeline: 181 days after notice to proceed (6 months)**

**2.0 PROPERTY TO BE SURVEYED:**

BNSF Rail property along Sangamon Avenue 59th between 16<sup>th</sup> and 21<sup>st</sup> Streets, including Sangamon Street right of way between 18<sup>th</sup> Street and 21<sup>st</sup>

<u>PINs</u>	<u>BNSF owned parcels</u>	<u>Address</u>
PIN 17-20-404-026		902 W 18 <sup>th</sup> Street
PIN 17-20-414-001		927 W 18 <sup>th</sup> Street
PIN 17-20-415-001		936 W 19 <sup>th</sup> Street
PIN 17-20-425-001		919 W 19 <sup>th</sup> Street
PIN 17-20-426-001		919 W 19 <sup>th</sup> Place
PIN 17-20-434-001		933 W Cullerton Street
PIN 17-20-443-001		1426 S Sangamon Street
PIN 17-20-435-001		919 W 20 <sup>th</sup> Place

**Owner of Property**      BNSF Railroad

**Access to Property**      BNSF will provide an access permit for the City to survey the property



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**3.0 SURVEYOR'S SCOPE OF WORK**

The ALTA survey should include, but is not excluded to:

1. Legal Metes and Bounds Description
2. Site Area in square feet and acres
3. Location Map
4. Show all encroachments including overhead utility wires, easements, and rights of ways.
6. Show all structures located within the premises, including buildings, walls, bridges, fences, driveways, and curb lines.
7. Show general location of existing trees.
8. Indicate any floodplain areas.

**4.0 DELIVERABLES:**

Provide three (3) sets of printed stamped full size plat of surveys, and electronic CAD files of the plat of survey.

**5.0 DEPARTMENT CONTACT:**

Nelson Chueng  
Department of Planning and Development  
312.744.5756  
[nchueng@cityofchicago.org](mailto:nchueng@cityofchicago.org)

**6.0 EXCEPTIONS**

Any deviations from these specifications must be noted on the Proposal Page or Pages attached thereto, with the exact nature of the change outlined in sufficient detail. The reason for which deviations were made must be submitted with the bid if not self-explanatory. Failure of a bidder to comply with the terms of this paragraph may be cause for rejection.

The City reserves the right to disqualify bids which do not completely meet outlined specifications. The impact of exceptions to the specification will be evaluated by the City in determining its need.

**7.0 INVOICES**

This contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address:

**INVOICES**

City of Chicago, Office of the City Comptroller

33 N. LaSalle St., Room 700

Chicago, IL 60602

OR



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**DETAILED SPECIFICATION**

Via email to: [INVOICES@cityofchicago.org](mailto:INVOICES@cityofchicago.org) with the word INVOICE in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s) (a.k.a. proposal pages).

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago.

As stated the City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

If required, Subcontractor Payment Certification forms must be mailed to the department that ordered the goods or services.



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**8.0 PRICE CALCULATIONS**

The Chief Procurement Officer reserves the right to make corrections, after receiving the bids, to any clerical error apparent on the Line Items, including but not limited to obviously incorrect units or misplaced decimal points, or arithmetic error. The Bidder must bid all line items set forth on the Proposal Pages, except to the extent that the Specifications expressly allows otherwise. In the event that a comparison of the Bidder's "Unit Price" and "Total Price" submitted for any line item reveals a calculation error or other discrepancy, the Unit Price will prevail.

**City of Chicago  
 Request for Quotation**

**CAUTION:  
 This not an order.  
 Submit all quotations  
 on this form.**

**Sealed bids for the following supplies  
 and/or services will be accepted at City  
 Hall, Room 103, up to 11:00 A.M. on  
 08/14/15.**

**RFQ Header Information**

Please Respond By 8/14/2015

RFQ Number 4969

RFQ Description Plat of Survey for BNSF  
 Sangamon Paseo

Ship To Location 054-2005 PLANNING &  
 DEVELOPMENT  
 30 N LASALLE 2ND FL  
 Chicago, IL 60602

Special Instructions  
 Your Quote is Effective as of 8/14/2015

For More Information Please Contact ALVIN JEFFERSON  
 312-744-7660

RFQ Status In Process

**RFQ Header Details**

Contract Type WORK SERVICES-SMALL ORDERS  
 Target Market NO  
 Advertise Date  
 WEB BID Edit Rules ALL  
 Specification 133540  
 Procurement Type BID  
 Bid Deposit Required NO

Compliance Officer

**Compliance Type Description**

	Percentage Type Desc	Required %
Minority Owned Business Enterprise	Target Percentage Rate	25.00 %
Women Owned Business Enterprise	Target Percentage Rate	5.00 %

Line No	Line Type	Item	Category	Commodity Desc	UOM	Estimated Usage	Price	Discount or Markup	Extended Price	Catalog #/ID, Date, and Mfr
1	Goods	9077902100	90779	SURVEYING SERVICES - LAND SURVEYING SERVICES	USD	1	\$	(N/A)	\$	(N/A)
Comments:										

**Total Price \$**

\_\_\_\_\_  
\_\_\_\_\_

Signed: \_\_\_\_\_  
By: \_\_\_\_\_

Date: \_\_\_\_\_

Bidder's Legal Name: \_\_\_\_\_

Bidder's Federal Employer Identification Number:  
(if you have one) \_\_\_\_\_

D/B/A (if applicable): \_\_\_\_\_

Business Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Person to contact regarding bid:

Title: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

IF THE COMMODITY QUOTED ON THIS REQUEST CONTAINS A RECYCLED CONTENT, INDICATE THE DESCRIPTION AND PERCENTAGE OF THE RECYCLED CONTENT BELOW:

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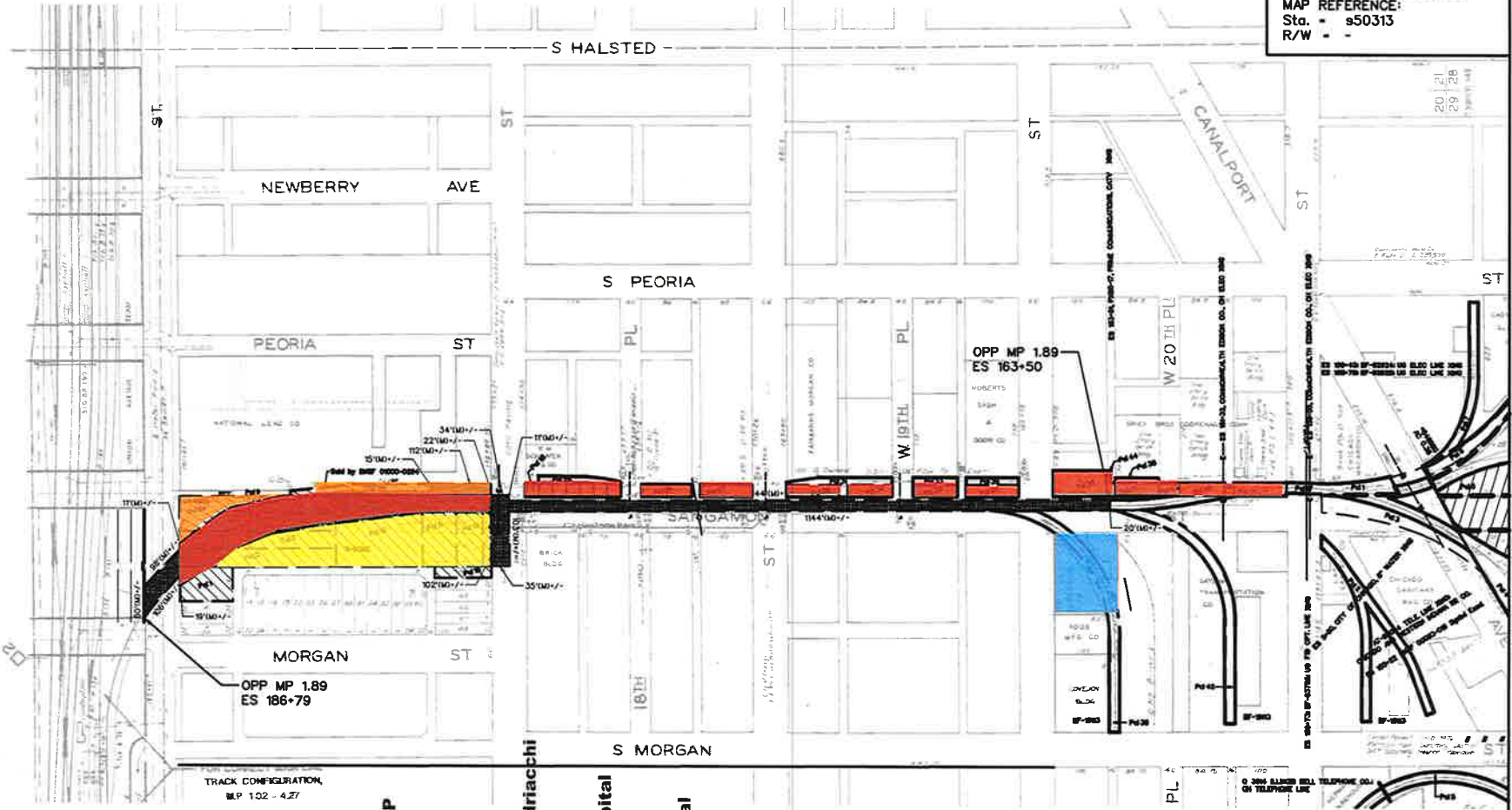


**EXHIBIT "A"**

Staubach Tracking TI:  
 B&W Proj. No.: 012196.003  
 MAP REFERENCE:  
 Sta. = s50313  
 R/W = -

Scale: 1" = 200' +/-

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TRACK CONFIGURATION  
 MAP 102 - 4/27

To: L.S. 0071

To: City of Chicago  
 At: Chicago  
 Cook County  
 Illinois

Legend:  
 Sale Area






MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 Flak St. (M) MEASUREMENT

To: E.O.T.

Chicago Division  
 Chillicothe Subdivision - L.S. 0825-1  
 Val. Sec. 38006  
 CB&Q RR CO IL-01D, Map 17  
 Sec. 20, T39N, R14E 3PM  
 June 6, 2013  
 OPP M.P. 1.89 JNC



# Aerial map

-  BNSF parcels
-  Loewenthal parcel
-  Sangamon right of way



Proposed residential  
Planned development

Walsh School

Senior Housing

Alivio Medical Center

Google

**Existing Conditions: South view from 18<sup>th</sup> Street**



**BNSF property**



**Sangamon Ave right of way**



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: **40011039**

Issued by:

**Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011039
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by:

DONALD ANDRIACCHI, ALSO KNOWN AS DONALD ANDRICH AS TO THAT PORTION OF THE LAND (TOGETHER WITH OTHER PROPERTY) DESCRIBED AS FOLLOWS:

A CERTAIN PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, CONSISTING OF ALL OF LOTS 3 AND 43 IN M. L. DALLAM'S SUBDIVISION OF BLOCK 4 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, CERTAIN PARTS OF LOTS 1 AND 2 IN SAID M. L. DALLAM'S SUBDIVISION, CERTAIN PARTS OF LOTS OR BLOCKS 5, 6, 9, 10, 11, 12 AND 13 IN ASSESSOR'S DIVISION AFORESAID, WHICH CERTAIN PART IS DESCRIBED AS FOLLOWS:

(THE NORTH LINE OF SAID LOTS 1, 2 AND 3 BEING ASSUMED AS DUE EAST-WEST FOR THE FOLLOWING COURSES;) BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 3; THENCE DUE EAST ON THE NORTH LINE OF SAID LOTS 2 AND 3, A DISTANCE OF 30.0 FEET TO A CURVED LINE; THENCE SOUTHEASTERLY ON SAID CURVE, CONVEX TO THE EAST, HAVING A RADIUS OF 445 FEET, AN ARC LENGTH OF 332.0 FEET, AND WHOSE CHORD BEARING IS SOUTH 21 DEGREES 41 MINUTES 14 SECONDS EAST, BEING 324.35 FEET LONG, TO AN INTERSECTION WITH ANOTHER CURVED LINE; THENCE SOUTHEASTERLY ON SAID CURVE, CONVEX TO THE WEST, HAVING A RADIUS OF 650 FEET, AN ARC LENGTH OF 70.0 FEET, AND WHOSE CHORD BEARS SOUTH 10 DEGREES 49 MINUTES 23 SECONDS EAST, BEING 69.97 FEET LONG; THENCE SOUTH 5 DEGREES 16 MINUTES 16 SECONDS EAST A DISTANCE OF 90.0 FEET; THENCE SOUTH 0 DEGREES 09 MINUTES 30 SECOND EAST A DISTANCE OF 137.16 FEET TO THE NORTH LINE OF 18TH STREET, BEING 33.0 FEET NORTH OF THE CENTER LINE THEREOF; THENCE DUE WEST ON SAID LINE, A DISTANCE OF 126.0 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 43; THENCE NORTH 0 DEGREES 09 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID LOT 43, A DISTANCE OF 108.11 FEET, TO THE NORTHWEST CORNER OF SAID LOT 43 THENCE DUE EAST ON THE NORTH LINE OF SAID LOT 43, A DISTANCE OF 22.0 FEET, TO THE NORTHEAST CORNER OF SAID LOT 43; THENCE NORTH 0 DEGREES 09 MINUTES 30 SECONDS WEST ON THE EAST LINE OF SAID M. L. DALLAM'S SUBDIVISION, A DISTANCE OF 388.64 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DUE WEST ON

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This commitment is invalid unless the insuring Provisions and Schedule A and B are attached. kperrizo 01/17/2014





THE SOUTH LINE OF SAID LOTS 1, 2 AND 3, A DISTANCE OF 66.0 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTH 0 DEGREES 09 MINUTES 30 SECONDS WEST ON THE WEST LINE OF SAID LOT 3, A DISTANCE OF 100.15 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

AND

STRONG CAPITAL V, LP, A DELAWARE LIMITED PARTNERSHIP, AS TO THAT PORTION OF THE LAND (TOGETHER WITH OTHER PROPERTY) DESCRIBED AS FOLLOWS:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 16TH STREET 269.75 FEET WEST OF THE WEST LINE OF PEORIA STREET, ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S SUBDIVISION OF THE NORTH 1/2, OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF LOT 14 OF ASSESSOR'S SUBDIVISION 209 FEET 8 INCHES; THENCE WEST 10 FEET 3 INCHES; THENCE SOUTHEASTERLY TO A POINT 330.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID WEST 16TH STREET, AND 22.0 FEET EAST, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 150.0 FEET; THENCE WEST 15.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 165.0 FEET; THENCE NORTHWESTERLY 220.0 FEET TO A POINT BEING 23.5 FEET NORTHWESTERLY, AS MEASURED RADIALLY FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID WEST 16TH STREET 90.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH LINE 90.0 FEET TO THE POINT OF BEGINNING.

AND

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION, TO THE REMAINDER.

**3. The Land referred to in the Commitment is described as follows:**

LOTS 5, 6, 7, 8, 9, 10, 11, 12 AND 13 IN ASSESSOR'S DIVISION OF THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

**4. Mortgage or Trust Deed to be insured:**

NONE





A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule B

File Number: 40011039
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
(2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(3) Easements, or claims of easements, not shown by public records.
(4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEARS 2008, 2009, 2010, 2011, 2012 AND 2013.

TAX NO. 17-20-404-026, VOL. 599.

NOTE: TAXES FOR THE YEAR 2011 WERE SOLD ON AUGUST 8, 2013 IN THE AMOUNT OF \$373,999.49 TO ELM LIMITED LLC.

NOTE: TAXES AND INTEREST ADDED TO SAID SALE AS FOLLOWS:

2008, 2009, 2010 BACK TAXES IN THE AMOUNT OF \$109,962.69.
FIRST INSTALLMENT 2012 TAXES IN THE AMOUNT OF \$19,877.15 ON DECEMBER 6, 2013;
SECOND INSTALLMENT 2012 TAXES IN THE AMOUNT OF \$18,752.32 ON DECEMBER 6, 2013;

NOTE: THE AMOUNT OF THE 2012 TAXES WAS \$34,657.17.
NOTE: THE FIRST INSTALLMENT OF THE 2012 TAXES WAS \$17,213.15.
NOTE: THE SECOND INSTALLMENT OF THE 2012 TAXES WAS \$17,444.02.

NOTE: THE 2013 TAXES ARE NOT YET DUE AND PAYABLE.

NOTE: WE MUST BE FURNISHED EITHER CURRENT OR PAID TAX BILLS ON OR BEFORE THE DATE OF CLOSING.







A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011039

Effective Date: December 24, 2013

7. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
8. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR ALLEYS, STREETS, ROADS AND HIGHWAYS, IF ANY.
9. RIGHTS OF THE PUBLIC AND QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED STREET FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS AND OTHER FACILITIES.
10. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY.
11. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
12. PROCEEDINGS PENDING IN THE CIRCUIT COURT OF COOK COUNTY, CASE NO. 12D-9013 ON A PETITION FILED BY LAURA S. ANDROACCHI AND AGAINST DONALD ANDROACCHI FOR DISSOLUTION OF MARRIAGE (DIVORCE).

NOTE: WE HAVE NOT MADE AN EXAMINATION AS TO THE VALIDITY OF SAID PROCEEDINGS.

13. PROVISIONS CONTAINED IN THE QUIT CLAIM DEED FROM THE BURLINGTON NORTHERN RAILROAD COMPANY (FORMERLY NAMED BURLINGTON NORTHERN INC.), A DELAWARE CORPORATION TO DONALD ANDRIACCHI DATED FEBRUARY 18, 1987, AND RECORDED JULY 14, 1987, AS DOCUMENT NO. 87388392, EXCEPTING AND RESERVING TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, ALL OF THE COAL, OIL, GAS, CASINGHEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE UNDERLYING THE SURFACE OF THE PREMISES THEREIN CONVEYED, TOGETHER WITH THE FULL RIGHT, PRIVILEGE AND LICENSE AT ANY AND ALL TIMES TO EXPLORE, OR DRILL FOR AND TO PROTECT, CONSERVE, MINE, TAKE, REMOVE AND MARKET ANY AND ALL SUCH PRODUCTS IN ANY MANNER WHICH WILL NOT DAMAGE STRUCTURES ON THE SURFACE OF THE PREMISES THEREIN CONVEYED, TOGETHER WITH THE RIGHT OF ACCESS AT ALL TIMES TO EXERCISE SAID RIGHTS.
14. ORDER OF PERMANENT INJUNCTION ENTERED NOVEMBER 6, 1992, IN CASE 92 M1 403768 IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, CITY OF CHICAGO VS. ANDRICH TRUCKING CO., DONALD ANDRICH, ALSO KNOWN AS, DONALD ANDRIACCHI, ON MOTION OF PLAINTIFF THAT ALL ACTIVITIES ON THE SUBJECT PREMISES, INCLUDING HAULING, DUMPING, SORTING, STORING AND HAULING OUT OF ORGANIC AND INORGANIC MATERIALS SHALL CEASE IMMEDIATELY AGAINST DEFENDANTS.
15. RESERVATION OF ALL COAL, OIL, GAS, CASING HEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, AND ALL WATER UNDERLYING THE SURFACE OF THE PREMISES, AS CONTAINED IN THE DEED MADE BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, GRANTOR, TO ANT LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, DATED FEBRUARY 24, 1998, RECORDED AUGUST 27, 2003 AS DOCUMENT NO. 0323818111, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.
16. RESERVATION OF EASEMENTS, AND RIGHTS AND APPURTENANT THERETO, FOR FIBER OPTIC LINES,

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 6



COMMUNICATION LINES AND FACILITIES RELATED THERETO, AS CONTAINED IN THE DEED MADE BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, GRANTOR, TO ANT LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, DATED FEBRUARY 24, 1998, RECORDED AUGUST 27, 2003 AS DOCUMENT NO. 0323818111, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

17. UPON CONVEYANCE OF THE SUBJECT LAND, A CERTIFIED COPY OF THE PROPER RESOLUTIONS PASSED BY THE STOCKHOLDERS AND/OR THE DIRECTORS OF THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, A DELAWARE CORPORATION, AUTHORIZING THE EXECUTION OF THE DEED OF CONVEYANCE SHOULD BE FURNISHED.
18. WE MUST BE FURNISHED A CERTIFIED COPY OF THE PARTNERSHIP AGREEMENT OF STRONG CAPITAL V, LP, A DELAWARE LIMITED PARTNERSHIP, TOGETHER WITH ANY AND ALL AMENDMENTS THERETO, ALONG WITH THE NAMES OF ALL THE GENERAL PARTNERS, AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY THEN DEEM NECESSARY.
19. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.
20. IN THE EVENT THAT ANY DOCUMENTS THAT ARE TO BE UTILIZED IN THE TRANSACTION INSURED BY THIS COMMITMENT ARE TO BE EXECUTED THROUGH A POWER OF ATTORNEY, WE RESERVE THE RIGHT TO VERIFY THE EXISTENCE OF THE PRINCIPAL AGENT RELATIONSHIP, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS THAT MAY BE DEEMED NECESSARY.
21. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)
3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011039

Effective Date: December 24, 2013

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

22. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B





A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011040
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 01/17/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 1644 South Millter Street
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 1/17/2014

Invoice Number: 36640

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH & EXAM FEE, Total Customary Buyer/Borrower Charges, Total Amount, Payments/Credits, and Net Amount Due.

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAK LAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: **40011040**

Issued by:

**Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011040
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINTON NORTHERN SANTA FE RAILWAY COMPANY, AS TO PARCEL 1; AND STRONG CAPITAL V, LP, A DELAWARE LIMITED PARTNERSHIP, AS TO PARCEL 2.

3. The Land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

4. Mortgage or Trust Deed to be insured:

NONE





File Number: 40011040

**EXHIBIT "A"**

## PARCEL 1:

THAT PART OF LOT 14 IN ASSESSOR'S DIVISION OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE WEST LINE OF SAID LOT, 209 FEET 8 INCHES SOUTH FROM THE SOUTH LINE OF 16TH STREET, THENCE EAST 10 FEET 3 INCHES; THENCE SOUTHEASTERLY TO A POINT 330.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID WEST 16TH STREET, AND 22.0 FEET EAST, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 TO THE NORTH LINE OF 18TH STREET; THENCE WEST 22.00 FEET TO THE WEST LINE OF SAID LOT; THENCE NORTH TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE AFORESAID PARCEL DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 16TH STREET 269.75 FEET WEST OF THE WEST LINE OF PEORIA STREET, ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S SUBDIVISION OF THE NORTH 1/2, OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF LOT 14 OF ASSESSOR'S SUBDIVISION 209 FEET 8 INCHES; THENCE WEST 10 FEET 3 INCHES; THENCE SOUTHEASTERLY TO A POINT 330.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID WEST 16TH STREET, AND 22.0 FEET EAST, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 150.0 FEET; THENCE WEST 15.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 165.0 FEET; THENCE NORTHWESTERLY 220.0 FEET TO A POINT BEING 23.5 FEET NORTHWESTERLY, AS MEASURED RADIALLY FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID WEST 16TH STREET 90.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH LINE 90.0 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

A PARCEL OF LAND SITUATED IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS, TO WIT:

BEGINNING AT A POINT ON THE SOUTH LINE OF WEST 16TH STREET 269.75 FEET WEST OF THE WEST LINE OF PEORIA STREET, ACCORDING TO THE RECORDED PLAT OF ASSESSOR'S SUBDIVISION OF THE NORTH 1/2, OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE SOUTH ALONG THE WEST LINE OF LOT 14 OF ASSESSOR'S SUBDIVISION 209 FEET 8 INCHES; THENCE WEST 10 FEET 3 INCHES; THENCE SOUTHEASTERLY TO A POINT 330.0 FEET SOUTH, AS MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID WEST 16TH STREET, AND 22.0 FEET EAST, AS MEASURED AT RIGHT ANGLES FROM THE WEST LINE OF SAID LOT 14; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 150.0 FEET; THENCE WEST 15.0 FEET; THENCE NORTH PARALLEL WITH THE WEST LINE OF SAID LOT 14 A DISTANCE OF 165.0 FEET; THENCE NORTHWESTERLY 220.0 FEET TO A POINT BEING 23.5 FEET NORTHWESTERLY, AS MEASURED RADIALLY FROM THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY'S (FORMERLY CHICAGO, BURLINGTON & QUINCY RAILROAD COMPANY) MAIN TRACK CENTERLINE, AS NOW LOCATED AND CONSTRUCTED; THENCE



A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule A (continued)

NORTHWESTERLY TO A POINT ON THE SOUTH LINE OF SAID WEST 16TH STREET 90.0 FEET WEST OF THE POINT OF BEGINNING; THENCE EAST ALONG SAID SOUTH LINE 90.0 FEET TO THE POINT OF BEGINNING.

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule A Page 5





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B

File Number: 40011040

Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company

120 N. LaSalle Street

Suite 900

Chicago, IL 60602

Phone: 312-236-7300

Fax: 312-236-0284

### Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

#### General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
- (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (3) Easements, or claims of easements, not shown by public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

#### Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.

TAX NO. 17-20-404-027, VOL. 599.

NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.

7. RESERVATION OF ALL COAL, OIL, GAS, CASING HEAD GAS AND ALL ORES AND MINERALS OF EVERY KIND AND NATURE, AND ALL WATER UNDERLYING THE SURFACE OF THE PREMISES, AS CONTAINED IN THE DEED MADE BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, GRANTOR, TO ANT LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, DATED FEBRUARY 24, 1998, RECORDED AUGUST 27, 2003 AS DOCUMENT NO. 0323818111, AND THE TERMS AND PROVISIONS CONTAINED THEREIN. AFFECTS PARCEL 1.
8. RESERVATION OF EASEMENTS, AND RIGHTS AND APPURTENANT THERETO, FOR FIBER OPTIC LINES, COMMUNICATION LINES AND FACILITIES RELATED THERETO, AS CONTAINED IN THE DEED MADE BY THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, GRANTOR, TO ANT LLC, A DELAWARE LIMITED LIABILITY COMPANY, GRANTEE, DATED FEBRUARY 24, 1998, RECORDED AUGUST 27, 2003 AS DOCUMENT NO. 0323818111, AND THE TERMS AND PROVISIONS CONTAINED THEREIN. AFFECTS PARCEL 1.

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 6





File Number: 40011040

Effective Date: December 24, 2013

9. UNRECORDED PIPELINE EASEMENT FROM BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY EXECUTED ON OR ABOUT SEPTEMBER 23, 1998 AS SHOWN IN THE QUIT CLAIM DEED RECORDED AUGUST 11, 2005 AS DOCUMENT NUMBER 0522339016 AND THE TERMS AND PROVISIONS OF SAID DEED AND UNRECORDED EASEMENT. AFFECTS PARCEL 1.
10. UNRECORDED TELECOMMUNICATIONS EASEMENT FROM BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY EXECUTED ON OR ABOUT DECEMBER 30, 1998 AS SHOWN IN THE QUIT CLAIM DEED RECORDED AUGUST 11, 2005 AS DOCUMENT NUMBER 0522339016 AND THE TERMS AND PROVISIONS OF SAID DEED AND UNRECORDED EASEMENT. AFFECTS PARCEL 1.
11. RIGHTS OF WAY FOR RAILROAD SWITCH AND SPUR TRACKS, IF ANY.
12. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS OR HIGHWAYS, IF ANY.
13. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
14. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
15. UPON CONVEYANCE OF THE SUBJECT LAND, A CERTIFIED COPY OF THE PROPER RESOLUTIONS PASSED BY THE STOCKHOLDERS AND/OR THE DIRECTORS OF THE PARTY IN TITLE AUTHORIZING THE EXECUTION OF THE DEED OF CONVEYANCE SHOULD BE FURNISHED.
16. WE MUST BE FURNISHED A CERTIFIED COPY OF THE PARTNERSHIP AGREEMENT OF STRONG CAPITAL V, LP TOGETHER WITH ANY AND ALL AMENDMENTS THERETO, ALONG WITH THE NAMES OF ALL THE GENERAL PARTNERS, AT LEAST 72 HOURS PRIOR TO CLOSING AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY THEN DEEM NECESSARY.  
  
NOTE: ACCORDING TO THE RECORDS OF THE ILLINOIS SECRETARY OF STATE, STRONG CAPITAL V, LP IS NOT AUTHORIZED TO DO BUSINESS IN THE STATE OF ILLINOIS. WE SHOULD BE PROVIDED SATISFACTORY EVIDENCE ESTABLISHING THE GOOD STANDING OF SAID LIMITED PARTNERSHIP FROM THE STATE OF ITS ORGANIZATION.
17. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER CHANGES WE MAY DEEM NECESSARY.
18. IN THE EVENT WE ARE REQUESTED TO ISSUE ANY SPECIAL ENDORSEMENTS OTHER THAN THOSE DISCLOSED IN SCHEDULE B, WE MUST BE CONTACTED AT LEAST 72 HOURS PRIOR TO CLOSING FOR OUR REQUIREMENTS.
19. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE



TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)

3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

END OF SCHEDULE B



A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011041
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 01/17/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 927 West 18th Street
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 1/17/2014

Invoice Number: 36661

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH & EXAM FEE, Total Customary Buyer/Borrower Charges, Total Amount, Payments/Credits, and Net Amount Due.

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAK LAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.





## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: 40011041

Issued by:

**Greater Illinois Title Company**

120 N. LaSalle Street

Suite 900

Chicago, IL 60602

Phone: 312-236-7300

Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011041
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows:

LOT 1 IN THE RESUBDIVISION OF LOTS 14 TO 20, INCLUSIVE, IN THE NORTH 1/2 OF BLOCK 5 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Mortgage or Trust Deed to be insured:

NONE





A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule B

File Number: 40011041
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
(2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(3) Easements, or claims of easements, not shown by public records.
(4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special exceptions:

- 6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.
TAX NO. 17-20-414-001, VOL. 599.
NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.
7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ROADS AND HIGHWAYS, IF ANY.
8. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
9. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
10. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
11. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN

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This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 4





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011041

Effective Date: December 24, 2013

THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

12. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)

3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

13. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER

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This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 5



A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011041

Effective Date: December 24, 2013

CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 6







A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011042
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 01/17/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 936 West 19th Street
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 1/17/2014

Invoice Number: 36663

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH & EXAM FEE, Total Customary Buyer/Borrower Charges, Total Amount, Payments/Credits, and Net Amount Due.

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAK LAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: 40011042

Issued by:

**Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company ~~in writing~~, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011042
Effective Date: December 27, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows:

LOTS 15 AND 16, IN THE SUBDIVISION OF THE SOUTH 1/2 OF BLOCK 5 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Mortgage or Trust Deed to be insured:

NONE





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B

File Number: 40011042  
Effective Date: December 27, 2013

Issued by: **Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

### Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

#### General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
- (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (3) Easements, or claims of easements, not shown by public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

#### Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.

TAX NO. 17-20-415-001, VOL. 599.

NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.

7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS AND HIGHWAYS, IF ANY.
8. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
9. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
10. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
11. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 4



THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

12. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)
3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

13. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER



A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011042

Effective Date: December 27, 2013

CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/17/2014

ALTA Commitment - Schedule B Page 6





A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011046
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 01/20/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 919 West 20th Place
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 1/20/2014

Invoice Number: 36704

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH & EXAM FEE, Total Customary Buyer/Borrower Charges, Total Amount, Payments/Credits, and Net Amount Due.

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAK LAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.





## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: 40011044

Issued by:

**Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company ~~in writing~~, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011044
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows: LOTS 48 AND 49 IN JAMES D. LEHMER'S SUBDIVISION OF BLOCK 14 IN WALSH AND MC MULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Mortgage or Trust Deed to be insured: NONE





A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule B

File Number: 40011044
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
(2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
(3) Easements, or claims of easements, not shown by public records.
(4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
(5) Taxes or special assessments which are not shown as existing liens by the public records.

Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.

TAX NO. 17-20-426-001, VOL. 599.

NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.

- 7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS AND HIGHWAYS, IF ANY.
8. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
9. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
10. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
11. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN

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This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.
kperrizo 01/20/2014

ALTA Commitment - Schedule B Page 4





File Number: 40011044

Effective Date: December 24, 2013

THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

12. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)

3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

13. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011044

Effective Date: December 24, 2013

CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B





A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011045
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 01/20/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 933 West Cullerton Street
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 1/20/2014

Invoice Number: 36699

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH AND EXAM FEE (\$325.00), Total Customary Buyer/Borrower Charges (\$325.00), Total Amount (\$325.00), Payments/Credits (\$0.00), and Net Amount Due (\$325.00).

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

- CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAKLAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: **40011045**

Issued by:

**Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary



## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company ~~in writing~~, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011045
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY, \$10,000.00. Row 2: Proposed Insured: TO COME

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows:

LOTS 14, 15 AND 16 AND THE NORTH 1/2 OF THE VACATED ALLEY LYING SOUTH AND ADJOINING LOTS 14 AND 15 AND THE SOUTH 1/2 OF THE VACATED ALLEY LYING NORTH AND ADJOINING LOT 16 AND THE NORTH 1/2 OF VACATED 20TH PLACE LYING SOUTHERLY OF AND ADJOINING LOT 16 IN C.H. DEERE'S SUBDIVISION OF BLOCK 17 IN WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Mortgage or Trust Deed to be insured:

NONE





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B

File Number: 40011045  
Effective Date: December 24, 2013

Issued by: **Greater Illinois Title Company**  
**120 N. LaSalle Street**  
**Suite 900**  
**Chicago, IL 60602**  
**Phone: 312-236-7300**  
**Fax: 312-236-0284**

### Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

#### General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
- (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (3) Easements, or claims of easements, not shown by public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

#### Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.  
TAX NO. 17-20-434-001, VOL. 599.

NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.

7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS AND HIGHWAYS, IF ANY.
8. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
9. RIGHTS OF THE MUNICIPALITY, STATE OF ILLINOIS, THE PUBLIC AND ADJOINING OWNERS IN AND TO THE VACATED STREET AND ALLEY WHICH ARE PART OF THE LAND, TOGETHER WITH RIGHTS OF THE PUBLIC OR QUASI-PUBLIC UTILITIES, IF ANY, IN SAID VACATED STREET AND ALLEY FOR MAINTENANCE THEREIN OF POLES, CONDUITS, SEWERS, ETC.
10. EASEMENTS FOR PUBLIC UTILITIES AND DRAINAGE OVER, UPON AND UNDER THE VACATED ALLEY AS CONTAINED IN DOCUMENT RECORDED AS DOCUMENT NO. 17087240, AND THE TERMS AND PROVISIONS CONTAINED THEREIN.

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/20/2014

ALTA Commitment - Schedule B Page 4





- 11. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
- 12. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
- 13. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.
- 14. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)

3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011045

Effective Date: December 24, 2013

ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

15. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B





A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: 40011047
Customer:
City of Chicago/Dept. of Planning & Development
121 North LaSalle
Chicago, IL 60602

Invoice as of: 02/06/2014
Seller/Owner
Buyer/Borrower: To come
Property address: 1426 South Sangamon Street
Chicago, IL

Policies applied for: 2006 ALTA OWNER'S POLICY \$10,000.00

Invoice Date: 2/6/2014

Invoice Number: 37396

Table with 2 columns: Description, Amount. Includes entries for TITLE SEARCH & EXAM FEE, Total Customary Buyer/Borrower Charges, Total Amount, Payments/Credits, and Net Amount Due.

NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300 CHICAGO NORTH (773) 774-3500 WESTCHESTER (708) 449-6919 CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100 ARLINGTON HTS. (847) 956-8885 OAK LAWN (708) 424-8600 GENEVA (630) 578-7171
WHEATON (630) 462-7800 HOMEWOOD (708) 957-7000 DOWNERS GROVE (630) 929-5100
YORKVILLE (630) 385-9000 SHOREWOOD (815) 725-5270

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: 40011046

Issued by:

Greater Illinois Title Company  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:

President



ATTEST

Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company **in writing**, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*





A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011046
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company
120 N. LaSalle Street
Suite 900
Chicago, IL 60602
Phone: 312-236-7300
Fax: 312-236-0284

Table with 2 columns: Policy (or Policies) to be issued, Policy Amount. Row 1: 2006 ALTA OWNER'S POLICY, Proposed Insured: TO COME, \$10,000.00

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by: BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows: LOTS 45 AND 46, TOGETHER WITH THE SOUTH 1/2 OF VACATED 20TH PLACE LYING NORTH AND ADJOINING SAID LOT 45, IN C.H. DEERE'S SUBDIVISION OF BLOCK 17 OF WALSH AND MCMULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

4. Mortgage or Trust Deed to be insured: NONE



A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B

File Number: 40011046

Effective Date: December 24, 2013

Issued by: **Greater Illinois Title Company**

120 N. LaSalle Street

Suite 900

Chicago, IL 60602

Phone: 312-236-7300

Fax: 312-236-0284

### Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

#### General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
- (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (3) Easements, or claims of easements, not shown by public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

#### Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.

TAX NO. 17-20-425-001, VOL. 599.

NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.

7. THIS COMMITMENT AND OUR POLICY, IF AND WHEN ISSUED, SHOULD NOT BE CONSTRUED AS INSURING ANY PORTION OF THE VACATED ALLEY LOCATED NORTH AND ADJOINING LOT 46 AND SOUTH AND ADJOINING LOT 45.
8. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS AND HIGHWAYS, IF ANY.
9. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
10. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
11. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 01/20/2014

ALTA Commitment - Schedule B Page 4





File Number: 40011046

Effective Date: December 24, 2013

MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.

12. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.
13. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)
3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011046

Effective Date: December 24, 2013

DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

14. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B





A Policy Issuing Agent of Chicago Title Insurance Company

120 N. LaSalle Street, Suite 900, Chicago, IL 60602 Phone: 312-236-7300 Fax: 312-236-0284

File Number: **40011044**  
 Customer:  
**City of Chicago/Dept. of Planning & Development**  
**121 North LaSalle**  
**Chicago, IL 60602**

Invoice as of: **01/20/2014**  
 Seller/Owner  
 Buyer/Borrower: **To come**  
 Property address: **919 West 19th Place**  
**Chicago, IL**

Policies applied for: **2006 ALTA OWNER'S POLICY** **\$10,000.00**

Invoice Date: 1/20/2014

Invoice Number: 36688

Description	Amount
TITLE SEARCH & EXAM FEE	\$325.00
<b>Total Customary Buyer/Borrower Charges:</b>	<b>\$325.00</b>
	<b>Total Amount: \$325.00</b>
	<b>Payments/Credits: \$0.00</b>
	<b>Net Amount Due: \$325.00</b>

**NOTE FOR INFORMATON: THIS INVOICE DOES NOT INCLUDE ANY MUNICIPAL TRANSFER TAXES.**

REMIT PAYMENT TO: GREATER ILLINOIS TITLE COMPANY, 120 NORTH LA SALLE STREET, #900, CHICAGO, ILLINOIS 60602

GREATER ILLINOIS TITLE COMPANY will be providing agency escrow closing services for this transaction. If you desire to set up an appointment for closing with GIT please phone:

CHICAGO LOOP (312) 236-7300	CHICAGO NORTH (773) 774-3500	WESTCHESTER (708) 449-6919	CRYSTAL LAKE (815) 479-9491
GURNEE (847) 245-1100	ARLINGTON HTS. (847) 956-8885	OAK LAWN (708) 424-8600	GENEVA (630) 578-7171
WHEATON (630) 462-7800	HOMewood (708) 957-7000	DOWNERS GROVE (630) 929-5100	
YORKVILLE (630) 385-9000	SHOREWOOD (815) 725-5270		

We are willing to provide agency escrow closing services before and after normal business hours, on weekends or at locations outside our offices, for an additional fee of \$150.



## CHICAGO TITLE INSURANCE COMPANY

*Chicago Title Insurance Company, a Nebraska corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.*

*This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.*

*All liability and obligation under this Commitment shall cease and terminate 6 months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.*

*The Company will provide a sample of the policy form upon request.*

*IN WITNESS WHEREOF, Chicago Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.*

File Number: 40011047

Issued by:

**Greater Illinois Title Company**

120 N. LaSalle Street

Suite 900

Chicago, IL 60602

Phone: 312-236-7300

Fax: 312-236-0284

Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY



By:

President

ATTEST

Secretary

## CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company **in writing**, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org/>.*



A Policy Issuing Agent of Chicago Title Insurance Company

ALTA Commitment - Schedule A

File Number: 40011047  
Effective Date: December 24, 2013

Issued by: Greater Illinois Title Company  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

1. Policy (or Policies) to be issued:	Policy Amount
2006 ALTA OWNER'S POLICY Proposed Insured:	\$10,000.00
TO COME	

2. Fee Simple interest in the Land described in this Commitment is owned, at the Effective Date, by:  
BURLINGTON NORTHERN SANTA FE RAILWAY COMPANY

3. The Land referred to in the Commitment is described as follows:

SEE ATTACHED EXHIBIT "A"

4. Mortgage or Trust Deed to be insured:

NONE






File Number: 40011047

**EXHIBIT "A"**

THAT PART OF BLOCK 26 IN WALSH AND MC MULLEN'S SUBDIVISION OF THE SOUTH 3/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING NORTHWESTERLY OF THE NORTHERLY LINE OF CANALPORT AVENUE, **EXCEPTING THEREFROM** ALL THAT PART THEREOF LYING EASTERLY OF THE FOLLOWING DESCRIBED LINE: COMMENCING AT A POINT IN THE NORTHERLY LINE OF SAID BLOCK WHICH IS 25 FEET EAST OF THE NORTHWEST CORNER OF SAID BLOCK AND RUNNING THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID BLOCK, A DISTANCE OF 65 FEET; THENCE SOUTHERLY TO A POINT IN SAID NORTHERLY LINE OF CANALPORT AVENUE WHICH IS 37.3 FEET NORTHEASTERLY FROM THE INTERSECTION OF THE NORTHERLY LINE OF CANALPORT AVENUE WITH THE WESTERLY LINE OF SAID BLOCK 26, IN COOK COUNTY, ILLINOIS.



A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B

File Number: 40011047  
Effective Date: December 24, 2013

Issued by: **Greater Illinois Title Company**  
120 N. LaSalle Street  
Suite 900  
Chicago, IL 60602  
Phone: 312-236-7300  
Fax: 312-236-0284

### Exceptions from Coverage

This commitment does not insure against loss or damage sustained by the proposed insured (and the company will not pay costs, attorney's fees or expenses) by reason of the following exceptions:

#### General exceptions:

- (1) Rights or claims of parties in possession not shown by public records.
- (2) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- (3) Easements, or claims of easements, not shown by public records.
- (4) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
- (5) Taxes or special assessments which are not shown as existing liens by the public records.

#### Special exceptions:

6. GENERAL REAL ESTATE TAXES FOR THE YEAR 2012 AND 2013.  
TAX NO. 17-20-443-001, VOL. 599.  
NOTE: AS RETURNED IN SCHEDULE 'A' OF RAILROAD WARRANTS BY BURLINGTON NORTHERN RAILROAD. TOWN OF WEST CHICAGO. YEARS 2011 AND PRIOR SATISFIED.
7. RIGHTS OF THE PUBLIC, THE MUNICIPALITY AND THE STATE OF ILLINOIS IN AND TO THAT PART OF THE LAND TAKEN OR USED FOR STREETS, ALLEYS, ROADS AND HIGHWAYS, IF ANY.
8. RAILROAD RIGHTS OF WAY, SWITCH AN SPUR TRACKS AND RIGHTS AND EASEMENTS IN CONNECTION THEREWITH.
9. WE MUST BE FURNISHED THE NAMES OF THE PARTIES IN POSSESSION AND OF THE INTEREST THEY CLAIM, AND THIS COMMITMENT IS SUBJECT TO ANY FURTHER EXCEPTIONS WE MAY DEEM NECESSARY.
10. WE MUST BE FURNISHED A STATEMENT THAT THERE IS NO PROPERTY MANAGER EMPLOYED TO MANAGE THE LAND, OR IN THE ALTERNATIVE, A FINAL LIEN WAIVER FROM ANY PROPERTY MANAGER EMPLOYED ON BEHALF OF THE OWNER.
11. ANY DOCUMENTS BEING EXECUTED IN CONJUNCTION WITH THIS TRANSACTION MUST BE SIGNED IN

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kperrizo 02/06/2014

ALTA Commitment - Schedule B Page 5





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011047

Effective Date: December 24, 2013

THE PRESENCE OF AN AUTHORIZED COMPANY EMPLOYEE, AN AUTHORIZED EMPLOYEE OF AN AGENT, AN AUTHORIZED EMPLOYEE OF THE INSURED LENDER, OR UNDER THE SUPERVISION OF AN ATTORNEY LICENSED IN THE STATE IN WHICH THE DOCUMENT IS EXECUTED. IF THE ABOVE REQUIREMENTS CANNOT BE MET, PLEASE CONTACT A GREATER ILLINOIS TITLE COMPANY UNDERWRITER AT (312) 236-7300.

12. BY AMENDMENTS TO THE MUNICIPAL CODE OF CHICAGO, **THE RECORDING OF ANY DEED** OR OTHER INSTRUMENT OF CONVEYANCE OR ASSIGNMENT OF BENEFICIAL INTEREST UNDER A LAND TRUST, THE TRANSFER OF REAL ESTATE BY SALE OF PARTNERSHIP INTERESTS, SALE OF STOCK IN A CORPORATION OR SIMILAR METHODS, OR THE TRANSFER OF A LEASEHOLD INTEREST UNDER A LEASE WHICH PROVIDES FOR A TERM OF 30 OR MORE YEARS, CONSIDERING ANY OPTIONS TO RENEW OR EXTEND, WHETHER OR NOT ANY PORTION OF THE TERM HAS EXPIRED, **IS SUBJECT TO 1. PRIOR APPROVAL BY THE CITY DEPARTMENT OF WATER;**

AND MAY BE SUBJECT TO:

2. REAL ESTATE TRANSFER TAXES IMPOSED BY THE CITY OF CHICAGO. (AS OF THE DATE OF THIS COMMITMENT THE CHICAGO TAX RATE IS \$5.25 PER \$500.00 OF THE TRANSFER PRICE, OR FRACTION THEREOF, OF THE REAL PROPERTY OR THE BENEFICIAL INTEREST IN REAL PROPERTY. IN GENERAL, THE BUYER IS RESPONSIBLE FOR \$3.75 AND THE SELLER IS RESPONSIBLE FOR \$1.50)

3. A CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE ISSUED BY THE CITY OF CHICAGO ZONING ADMINISTRATOR.

RELATIVE THERETO, ALL DEEDS ETC. SUBMITTED TO THIS COMPANY FOR RECORDING MUST BE ACCOMPANIED BY THE CITY DEPARTMENT OF WATER CERTIFICATION AND CERTIFICATE (OR EVIDENCE OF WAIVER THEREOF) OF ZONING COMPLIANCE, IF APPLICABLE, TOGETHER WITH APPROPRIATE TRANSFER TAX DECLARATION. IN LIEU THEREOF, SAID DEEDS, ETC., MUST BE PROPERLY EXEMPTED FROM SAID TAX.

NOTE: IN THE EVENT THE PROPERTY IS IMPROVED WITH AN APARTMENT BUILDING CONSISTING OF FOUR OR MORE UNITS OR TEN OR MORE SLEEPING ROOMS, PURSUANT TO CITY OF CHICAGO ORDINANCE, THE AGENT OR OWNER OF SAID BUILDING MUST BE REGISTERED NO LATER THAN DECEMBER 1, 1990. FAILURE TO REGISTER WILL RESULT IN DENIAL OF TRANSFER STAMPS. RELATIVE THERETO, IN ADDITION TO THE AFORESAID REQUIREMENTS, ALL TRANSFER TAX DECLARATIONS, ATTACHED TO DOCUMENTS SUBMITTED TO THIS COMPANY FOR RECORDING, MUST EITHER (A) BE ACCOMPANIED BY A CERTIFICATE OF REGISTRATION OR RECEIPT FROM THE DEPARTMENT OF BUILDING SHOWING REGISTRATION UNDER MUNICIPAL CODE OF CHICAGO, SECTION 13-10-070; OR (B) AFFIRM THAT REGISTRATION IS NOT REQUIRED AS PROVIDED BY THE DECLARATION.

ALL QUESTIONS PERTAINING TO SAID REGISTRATION SHOULD BE DIRECTED TO THE CITY OF CHICAGO DEPARTMENT OF INSPECTIONAL SERVICES AT (312) 743-7063.

13. WE HAVE NOT PRE-BILLED FOR ANY COMMERCIAL ESCROW FEES. OUR ESCROW DEPARTMENT MUST BE CONTACTED PRIOR TO CLOSING AND THIS COMMITMENT AND INVOICE ARE SUBJECT TO ANY FURTHER

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kperrizo 02/06/2014

ALTA Commitment - Schedule B Page 6





A Policy Issuing Agent of Chicago Title Insurance Company

 ALTA Commitment - Schedule B (continued)

File Number: 40011047

Effective Date: December 24, 2013

CHANGES WE MAY DEEM NECESSARY.

END OF SCHEDULE B

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*This commitment is invalid unless the insuring Provisions and Schedule A and B are attached.*  
kperrizo 02/06/2014

ALTA Commitment - Schedule B Page 7



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**SMALL ORDERS TERMS AND CONDITIONS FOR  
SINGLE PURCHASES**

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**ARTICLE 1. STANDARD TERMS AND CONDITIONS**

**1.1. General Provisions**

**1.1.1. Definitions**

**"Addendum"** is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

**"Airports"** means Chicago O'Hare International Airport and Chicago Midway International Airport.

**"Airside"** means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

**"Attachments"** are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

**"Bid"** refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

**"Bidder"** is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

**"Bid Opening Date"** is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

**"Bid Documents"** means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

**"Business Day"** means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

**"Calendar Day"** means all calendar days in accordance with the world-wide accepted calendar.

**"Chief Procurement Officer"** abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

**"City"** means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

**"Commissioner"** means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

**"Contact Person"** means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

**"Contract"** means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".



**"Contractor"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Force Majeure Event"** means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

#### **1.1.2. Interpretation of Contract**

##### **1.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

##### **1.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory", and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

**1.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

**1.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

**1.1.3. Subcontracting and Assignment**

**1.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

**1.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

**1.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

**1.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

**1.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

**1.1.4. Contract Governance**

**1.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

**1.1.4.2. Consent to Service of Process**

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

**1.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**1.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**1.1.4.5. Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

**1.1.4.6. Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity's rules and procedures.

**1.1.4.7. Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**1.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the

Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

**1.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**1.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**1.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**1.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**1.1.5. Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor

must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

#### **1.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were

in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill.2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

**1.1.7. Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

**1.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

**1.2. Compensation Provisions**

**1.2.1. Ordering, Invoices, and Payment**

**1.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

**1.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of

measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

**1.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

**1.2.1.4. Electronic Ordering and Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

**1.2.1.5. City Right to Offset**

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

**1.2.1.6. Records**

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

**1.2.1.7. Audits**

**1.2.1.7.1. City's Right to Conduct Audits**



The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

**1.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

**1.2.2. Subcontractor Payment Reports**

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

**1.2.3. Prompt Payment to Subcontractors**

**1.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

**1.2.3.2. Payment to Subcontractors Within Fourteen Days**

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

**1.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 days after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure to Promptly Pay Fillable Form 3 2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

**1.2.3.2.2. Whistleblower Protection**

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 1.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 1.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

**1.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City's economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the

City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City's Small Business Program.

**1.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

**1.2.3.5. Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City's best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City's election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

**1.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **1.3. Compliance With All Laws**

#### **1.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **1.3.2. Non-Discrimination**

##### **1.3.2.1. Federal Affirmative Action**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

##### **1.3.2.2. Illinois Human Rights Act**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

##### **1.3.2.3. Chicago Human Rights Ordinance MCC Ch. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

##### **1.3.2.4. Business Enterprises Owned by People With Disabilities (BEPD)**

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

**"Business Enterprises owned by People with Disabilities" or "BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

**"Bid incentive"** means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

**"Construction project"** has the same meaning ascribed to it in MCC Sect. 2-92-335.

**"Contract"** means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

**"Contract base bid"** means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**"Earned credit"** means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

**"Earned credit certificate"** means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value.

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

### **1.3.3. Wages**

#### **1.3.3.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts. A copy of the Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. As of October 1, 2014, the Minimum Wage to be paid pursuant to the Order is \$13.00 per hour. The Minimum Wage must be paid to:

- All employees regularly performing work on City property or at a City jobsite.
- All employees whose regular work entails performing a service for the City under a City contract.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment of a Base Wage pursuant to MCC Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the

prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

**1.3.3.2. Living Wage Ordinance**

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2014 the Base Wage is \$11.93. The current rate can be found on the Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

**1.3.3.3. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

**1.3.4. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any

information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

**1.3.4.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, 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 any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

**1.3.4.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances.



Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

**1.3.4.3. Federal Terrorist (No-Business) List**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by 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.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

**1.3.4.4. Governmental Ethics Ordinance 2-156**

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be 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 will be voidable as to the City.

**1.3.4.5. Lobbyists**

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

**1.3.5. Restrictions on Business Dealings**

**1.3.5.1. Conflicts of Interest**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

**1.3.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract

between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants 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 Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its 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 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.

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 Contract, 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 Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

"**Other Contract**" means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"**Contribution**" means a "political contribution" as defined in MCC Ch. 2-156, as amended.

"**Political fundraising committee**" means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

### **1.3.6. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **1.3.7. Other City Ordinances and Policies**

#### **1.3.7.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

#### **1.3.7.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will 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).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the DOT.

#### **1.3.7.3. 2014 Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 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 2014 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. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract 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 Contractor.

- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, 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 Contract, 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 Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

**1.3.7.4. Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

**1.3.7.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, It is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

**1.3.7.6. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

**1.3.7.7. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

**1.3.8. Compliance with Environmental Laws and Related Matters**

**1.3.8.1. Definitions**

For purposes of this section, the following definitions shall apply:

**Environmental Agency:** An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

**Environmental Claim:** An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

**Environmental Law:** An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

**Law(s):** The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

**Routine:** As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

#### **1.3.8.2. Joint Ventures**

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

#### **1.3.8.3. Compliance With Environmental Laws**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

#### **1.3.8.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

#### **1.3.8.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**1.3.8.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**1.3.8.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**1.3.8.8. Environmental Claims and Related Matters**

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department .

Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**1.3.8.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts

247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**1.3.8.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' 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 Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

**1.4. Contract Disputes**

**1.4.1. Procedure for Bringing Disputes to the Department**

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

**1.4.2. Procedure for Bringing Disputes before the CPO**

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute to the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

**1.5. Events of Default and Termination**

**1.5.1. Events of Default**

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.
- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.



- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

#### **1.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

#### **1.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

#### **1.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of

default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

**1.5.5. City Reservation of Rights**

If the CPO considers it to be in the City's best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

**1.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

**1.6. Department-specific Requirements**

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

**1.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

**1.6.1.1. Confidentiality of Airport Security Data**

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

**1.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference,

including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

#### **1.6.1.3. Airport Security Badges**

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle

on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.

- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractor's personnel who function as supervisors, and those that escort the Contractor's equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **1.6.1.4. General Requirements Regarding Airport Operations**

##### **1.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

##### **1.6.1.4.2. Interruption of Airport Operations**

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

##### **1.6.1.4.3. Safeguarding of Airport Property and Operations**

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and

operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

**1.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

**1.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

**1.6.2. Emergency Management and Communications (OEMC) Security Requirements**

**1.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the

Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

**1.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

**1.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

#### **1.6.2.4. Gates and Fences**

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **1.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

### **1.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

#### **1.6.4. Department of Water Management ("DOWM") Security Requirements**

##### **1.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required. Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

##### **1.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any



security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

**1.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

**1.6.4.4. Gates and Fences**

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and

bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

**1.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

## **ARTICLE 2. ADDITIONAL TERMS FOR SMALL ORDERS**

### **2.1. Consideration Of Bid Proposals**

The Chief Procurement Officer (CPO) will represent and act for the City of Chicago (City) in all matters pertaining to this RFQ and resulting PO. The CPO reserves the right to reject any or all bid proposals and to disregard any informality in the bid proposals and bidding, when in the CPO's opinion the best interest of the City will be served.

### **2.2. Acceptance Of Bid Proposals**

The CPO will accept in writing one of the bid proposals within sixty calendar days from the date of opening of bids, unless the lowest responsible bidder, upon request of the City, extends the time of acceptance to the City.

### **2.3. Withdrawal Of Bid Proposals**

Bidder may withdraw its bid proposal at any time prior to the time and date indicated on the RFQ as the closing time and date for receipt of bid proposals. However, no bidder will withdraw or cancel its bid proposal for a period of sixty calendar days after said closing time for the receipt of bid proposals nor must the successful bidder withdraw, cancel, or modify its bid proposal after having been notified by the CPO that said bid proposal has been accepted by the City.

### **2.4. Rejection of bid proposals**

The CPO reserves the right to reject any/all bid proposals 1) if the bid proposal was received "late" which means after the stated time and date on the RFQ for acceptance of bid proposals; 2) for failure to bid all line items; 3) if unacceptable exceptions were taken to any terms stated herein or on the RFQ, 4) if any alternates were offered which are not considered "equal" to the items specified on the RFQ, 5) if the bidder is deemed non-responsible or non-responsive, 6) if bidder fails to execute, notarize and return the Economic Disclosure Statement and Affidavit (EDS) including any/all appendices, 7) failure to execute/sign its bid proposal, or 8) any other reasons deemed in the best interest of the City.

### **2.5. Competency Of Bidder**

No bid proposal will be accepted from or PO awarded to any person, firm or corporation that is in arrears or is in default to the City upon any debt or PO, or that is a defaulter, as surety or otherwise, upon any obligation to said City, or had failed to perform faithfully any previous Contract or PO with the City.

The bidder, if requested, must present within a reasonable time, as determined by the CPO, satisfactory evidence of performance ability and possession of necessary facilities, resources and adequate insurance to comply with the terms of this RFQ.

### **2.6. Basis of award**

It is the intention of the CPO to award one PO to the lowest responsive and responsible bidder. Bidder must quote all items on the RFQ. Bid proposals submitted to the contrary will be considered incomplete, and as a result, will be rejected.

The bidder's pricing must incorporate any/all peripheral costs including, but not limited to the costs of the goods or services, taxes, insurance, training, warranties, travel, profit and/or overhead, etc., required by the RFQ.

### **2.7. Trade Names**

In cases where an item is identified by a manufacturer's name, trade name, brand name, catalog number or reference, it is understood that the bidder proposes to furnish the item so identified and does not propose to furnish an "equal" unless the proposed "equal" is definitely indicated on the RFQ by the bidder. The reference to a manufacturer trade name, brand name or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective bidder items that will be satisfactory. Bids on other trade names and catalogs will be considered, provided each bidder clearly states on the face of its RFQ exactly what he proposes to furnish, or forwards a sample, descriptive literature or other data that describes the items proposed.

The CPO hereby reserves the right to approve as an equal or to reject as not being an equal, any item the bidder proposes to furnish that contains major or minor variations from the RFQ requirements but that may comply substantially therewith.

**2.8. Discounts**

Any cash billing discounts offered by bidders will not be considered in the evaluation of bids.

**2.9. Delivery**

All items delivered to the City must be shipped F.O.B. designated location, Chicago, Illinois. Bid price must include any freight, shipping or handling costs associated with the PO with TITLE TO PASS ON DELIVERY.

**2.10. Guarantees & Warrantees**

All guarantees and warrantees required must be furnished by the successful bidder and must run directly to the ordering City department. All guarantees and warrantees must be received by the ordering City Department before issuance of a final payment voucher on the PO.

**2.11. Maximum Compensation**

The maximum compensation allowed under the PO is not to exceed the amount stated in the RFQ Invitation.

**2.12. Centralized Invoice Processing**

Unless stated otherwise in the Scope/Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)

- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)
- Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).
- If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

### **2.13. Transparency Website**

Consistent with the City's practice of making available all information submitted in response to a public procurement, all bids, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement will be made publicly available through a Website hosted by the City. Contractor agrees not to pursue any cause of action against the City with regard to disclosure of information.

## **ARTICLE 3. INSURANCE REQUIREMENTS**

The Contractor must provide and maintain at Contractor's own expense, until PO completion and during the time period following completion if Contractor is required to return and perform any additional work, the insurance coverages and requirements specified below, insuring all operations related to the PO.

### **3.1. Insurance To Be Provided**

- A. Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this PO and Employers Liability coverage with limits of not less than \$500,000 each accident, illness, or disease.
- B. Commercial General Liability Insurance (Primary and Umbrella) or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insured's, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.
- C. Automobile Liability (Primary and Umbrella), when any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$1,000,000 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.

### **3.2. Additional Requirements**

The Contractor must furnish the City, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this PO, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this PO. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (sample form available upon request) or equivalent prior to PO award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the PO have been fully met or that the insurance policies indicated on the certificate are in compliance with all PO requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the PO provisions regarding

insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the PO, and the City retains the right to stop work until proper evidence of insurance is provided, or the PO may be terminated.

The insurance must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor. The PO or hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives. The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the PO or by law. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Contractor under the PO. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this PO or any limitation placed on the indemnity in this PO given as a matter of law. If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this PO. If Contractor or subcontractor desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost. Notwithstanding any provisions in the PO to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

## SAMPLE INSURANCE CERTIFICATE OF COVERAGE

Named Insured: \_\_\_\_\_ Specification Number: \_\_\_\_\_  
 Address: \_\_\_\_\_ Project Description: \_\_\_\_\_  
 \_\_\_\_\_ Purchase Order Number: \_\_\_\_\_

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the Contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the Contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the Contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice  <b>Certificate Holder/Additional Insured:</b>  <b>City of Chicago</b> <b>Department of Procurement Services</b> <b>121 N. LaSalle St., #806</b> <b>Chicago, IL 60602</b>	Signature of Authorized Rep. _____ Agency/Company: _____ Address: _____ Telephone: _____
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**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
 121 North LaSalle Street, Room 806  
 Chicago, Illinois 60602-1284  
**Fax: 312-744-9687**

**DPS WEB SITE & AWARDED POS**

To find **Current Downloadable Bid Opportunities**, click [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement), "Contract Administration", "View All Services," and "Bids, RFP, RFQ, RFI Including Small Orders."



Copies of **Awarded POs** and **Award Dates** are made available to the public on the City of Chicago's web site, click [www.cityofchicago.org/procurement](http://www.cityofchicago.org/procurement), "Contract Administration", "View All Services," "Awarded Contracts", "Get Started Online", "Contracts and Awards". Search on the specification number.

