

Agreement Number: _____

PARTNER DESIGN AND CONSTRUCTION AGREEMENT

Between the

**UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE**

and

CHICAGO NEIGHBORHOOD INITIATIVES, INC.

For the

PULLMAN NATIONAL MONUMENT VISITOR CENTER

This Partner Design and Construction Agreement (Agreement) is hereby entered into and between the National Park Service (NPS), an agency of the United States Department of the Interior, and the Chicago Neighborhood Initiatives, Inc. (CNI). The purpose of this Agreement is to set out the terms and conditions under which CNI will provide design and construction services for the development of the Pullman National Monument Visitor Center in the Pullman Administration Clock Tower Building (Project) and, pending the availability of funding, design services for the 12-acre site (Factory Site). Throughout this Agreement, the NPS and CNI may be referred to jointly as "the Parties" or individually as "Party."

In consideration of, and reliance on, the National Park Foundation's (Foundation) offer to raise funds for the Project and CNI's offer to complete the Project, the NPS will not seek additional Federal appropriations for the Project but will use existing appropriated funds to work with CNI to implement the Project. It is the intent of both Parties to be legally bound by this Agreement.

ARTICLE I. BACKGROUND

On Thursday, February 19, 2015, President Barack Obama designated the Pullman Historic District as a National Monument. Some of the main factors that contributed to the National Monument designation are Pullman's unique history, its contribution to the rise of the industrial middle class, its role in African-American labor history and the Great Migration, and its importance in the development of modern American society.

Chicago Neighborhood Initiatives, Inc. is a 501(c)3 non-profit organization, incorporated and doing business in the State of Illinois. CNI's headquarters office is located at 1000 East 111th Street, 10th Floor, Chicago, IL 60628.

CNI was created in 2010 to coordinate resources, economic development, and neighborhood revitalization efforts in Chicago's low- to moderate-income neighborhoods. CNI's primary activities have focused on large-scale commercial real estate development, residential neighborhood preservation, industrial development, and micro-lending in low- to moderate-income communities throughout Chicago where they have served as a developer (with design and construction management responsibilities), partner, and resource hub. In the Pullman neighborhood, CNI has overseen more than \$125 million in new retail and industrial investment, and \$5 million in historic housing preservation. CNI has been honored by the Chicago Commission on Landmarks for its historic preservation work in Pullman and has been recognized with the John Baird Award for Stewardship in Historic Preservation. Prior to 2010, the activities and mission of CNI were carried out under the former Park National Bank, through a not for profit subsidiary called Park Bank Initiatives. Nearly all of CNI's current staff worked for Park Bank Initiatives and have been involved in economic development in the Pullman neighborhood for close to a decade.

The Project is to rehabilitate approximately 10,000 square feet of the Pullman Administration Clock Tower Building's first floor to provide a visitor center that includes a lobby space, visitor contact/reception area, interpretative and educational space, restrooms, an administrative area, and to rehabilitate other building infrastructure to accommodate future build-out of the two upper floors. A detailed description of the Project is contained in Attachment A to this Agreement.

This Agreement establishes the Parties' understandings and obligations regarding CNI's design and construction of the Project, such that CNI may accomplish the Project within parameters acceptable to the NPS and in compliance with applicable laws, regulations, government policies, and Park management plans.

ARTICLE II. AUTHORITY

The NPS enters into this Agreement pursuant to 54 U.S.C. § 101101, which authorizes the NPS to accept donations for purposes of the National Park System; 43 U.S.C. § 1473a, which authorizes the Secretary of the Interior (Secretary) to accept and use contributions for cooperative projects with other Federal, State, or private agencies; 54 U.S.C §101701, which authorizes the Secretary to enter into agreements with individuals and entities to share costs and services in support of NPS projects; and 54 U.S.C. §§ 100101-100303 (the NPS Organic Act), which authorizes the NPS to take actions in furtherance of the NPS's mission.

ARTICLE III. DEFINITIONS

As used in this Agreement, the following terms have the following meanings, and are applicable to both the singular and plural forms of the term:

"Contractor" means any entity (including without limitation, general contractors and subcontractors, vendors, suppliers, architectural and engineering firms, landscape architecture firms, design firms, exhibit fabricators, or other professional service firms) retained by CNI to provide any design, construction, fabrication, utility, architectural, engineering, project

management, construction management, regulatory compliance, labor, materials, products, or services.

“Construction” means any fabrication, installation, improvements to, or modifications of NPS real property or personal property, including any ground or site disturbance.

“Construction documents” means the drawings and specifications that fully describe the construction work to be completed under this Agreement.

“Cost estimate” means a cost estimate appropriate for the level and complexity of design and construction of a project, as determined by the NPS, including NPS designated Class C estimates for Conceptual Design; Class B estimates for Design Development; and Class A estimates for Construction Documents.

“Design” defines the construction requirement (including the functional relationships and technical systems to be used, such as architectural, landscape architectural, environmental, structural, electrical, mechanical, and fire protection) producing the technical specifications and drawings, and preparing the construction cost estimate. Design includes the development of a range of conceptual alternatives through a variety of means including design, design build or design competition; at the sole discretion of the NPS, the development of regulatory compliance documentation for NPS review and approval, including National Environmental Policy Act and National Historic Preservation Act documentation; value analysis and alternative refinement during schematic design and design development; required NPS design-related reviews and approvals; and the preparation of construction documents.

“Factory Site” means the entire 12-acre Illinois Historic Preservation Agency (IHPA) owned site, with ancillary buildings, surrounding the Administrative Clock Tower Building.

“Project Development Plan” describes (1) project-specific design elements and NPS construction standards that must be addressed in Project designs, (2) the NPS’s Development Advisory Board reviews, and (3) Project deliverables and delivery dates.

“Project Site” means the Project, and limited sections of that 12-acre site surrounding Project, including necessary ingress/egress, to make such improvements as set forth in this Agreement (see Attachments D and E) and subject to CNI obtaining permission from IHPA before going onto IHPA land.

“Third-Party Contract” means any contract between CNI and any contractor furnishing design, construction, labor, supplies or services.

“Work” includes, but is not limited to, construction, engineering, architectural, and general design performed to result in Project completion as contemplated in this Agreement.

ARTICLE IV. RESPONSIBILITIES OF THE PARTIES

A. The NPS agrees to:

1. Assign a NPS single point of contact for CNI to communicate with on all matters related to this Agreement and Project.
2. Before authorizing CNI to solicit proposals for construction of the Project, verify that all funds necessary to pay for the Project have been secured or guaranteed and will remain available to pay mutually-agreed upon expenses associated with the Project.
3. In its sole discretion, review and provide timely written comments on any Third-Party Contract that CNI proposes to enter into.
4. In a timely manner, review, provide written comments on, and approve or disapprove all design plans, construction drawings, engineering documents, environmental compliance documents, change orders, and cost estimates generated by CNI or CNI's contractors. In its sole discretion, the NPS may identify in writing categories of *de minimus* activities, such as minor change orders, that do not require NPS approval.
5. In a timely manner, review and approve (with or without conditions) or disapprove applications for special use permits for access to the Project Site to accomplish the Project.
6. Monitor the general implementation of the Project, including periodic inspection and tests for compliance with the requirements of this Agreement, the Project Development Plan, Design and Construction Contracts and Documents, project implementation plan or applicable special use permit, and relevant laws, regulations, and policies.
7. Review the tangible work product and invoices submitted by CNI, validate Work as complete and of acceptable quality, and approve the invoices authorizing the Foundation to release payment to CNI.
8. Inspect the Project for final completion and, if the NPS determines that it meets NPS standards and requirements and is complete, provide a written acknowledgment (Acceptance of Final Completion document) to CNI. If the NPS cannot accept the Project as complete, then the NPS will identify in writing what additional work CNI must accomplish in order to allow the NPS to accept the project as complete (Additional Required Work document). The responsibility for meeting NPS standards and requirements rests with CNI.
9. Notify CNI of any change in federal law or NPS policy that may affect implementation of this Agreement.

B. CNI agrees to:

1. In accordance with Generally Accepted Accounting Principles and other reasonable business practices, maintain and safeguard all funds provided to CNI for Project.
2. Submit all invoices for work associated with the Project to the NPS in a timely manner for review and submission to the Foundation for payment.
3. Not undertake any fundraising effort on behalf of the Project without written approval from the NPS and submit all materials that are intended for public distribution that refer to such fundraising effort for advance review and approval. This covenant relates specifically to the Project and should not be invoked for other general advocacy and fundraising work by CNI relating to CNI's strategic revitalization of the broader Pullman neighborhood.
4. Ensure that the project meets NPS standards and requirements.
5. Contact the NPS in a timely manner with special use requests for access to the Project Site to accomplish the Project and ensure that its contractors and subcontractors do the same.
6. Before entering into any contract or agreement between CNI and any third party related to the Project, provide to the NPS:
 - a. A copy of the proposed Third-Party Contract (and a copy of the final contract upon execution);
 - b. Written confirmation that the third party:
 - i. Has all required licenses to do the Work contemplated by the agreement in the state, territory, or district in which the work will be performed;
 - ii. Is not suspended or debarred from federal contracting; and
 - iii. Demonstrates relevant experience and competence to perform the Work contemplated in the Third-Party Contract.
 - c. Written confirmation that CNI:
 - i. Used competition in selecting the third-party to perform the Work;
 - ii. Has taken measures to avoid or mitigate conflicts of interest;
 - iii. Has incorporated provisions reflecting best practices in contract management and project administration into the Third-Party Contract; and
 - iv. Has made the NPS a third-party beneficiary of all Third-Party Contracts.

- d. The signed Contractor Certification Form, included as Attachment F to this Agreement.
7. Ensure that Third-Party Contracts do not contain a binding arbitration clause or other clause that may interfere with the NPS's ability to seek judicial review in its capacity as a third-party beneficiary to the Third-Party Contract.
8. Execute any Third-Party Contract only after receiving: (a) the NPS's written comments on the proposed contract, (b) written notification from the NPS that it has no comments on the proposed contract, or (c) written notification from the NPS that it is declining to review the proposed contract. In order to keep Project on track to complete on a timely basis, the NPS will provide such notice within 14 business days of submission by CNI.
9. Submit all plans, designs, and specifications for NPS review and approval or disapproval at key stages of the Project, according to the NPS DSC Workflows: <https://www.nps.gov/dsc/workflows/index.htm>.
10. Ensure that the Project design complies with all applicable federal laws, regulations, legal requirements, building codes, design requirements, and NPS management requirements according to NPS DSC Workflows: <https://www.nps.gov/dsc/workflows/index.htm>.
11. Undertake solicitation for construction only when all necessary written NPS approvals have been obtained.
12. Establish and maintain, or ensure that its contractor(s) establish and maintain, throughout the course of the Project: (i) security in favor of the United States in the form of a performance bond of CNI's obligations under this Agreement, or where a contractor obtains the performance bond, the contractor's performance of its contract with CNI; and (ii) a payment bond assuring payment of all persons supplying labor and material in the execution of the Work undertaken for the Project, with the following conditions:
 - a. All bonds must be in an amount equal to at least 100 percent of the total project cost, as approved by the NPS. The NPS may require additional performance and payment bond protection if the estimated costs increase during Project planning, design, or construction;
 - b. All bonds must be in the form of a firm commitment from a certified company listed in Treasury Department Circular 570;
 - c. Bonds obtained pursuant to this Article must be consistent with the term of this Agreement; and

- d. Should any bond issued pursuant to this section be canceled or withdrawn, CNI must immediately notify the NPS in writing.

13. Include the following requirements verbatim in any Third-Party Contract for the performance of any work or for fulfilling any obligation related to the Project:

“The Contractor agrees:

- a. That the National Park Service is a third-party beneficiary of this contract, with all legal rights associated with that status, including the right to enforce the contract.
- b. To comply with all applicable laws, regulations, rules, orders, and other legal requirements, and NPS policies;
- c. To comply with the terms and conditions of the Project Development Plan, project implementation plan, or special use permits relating to the Project;
- d. To follow any NPS order to suspend work and that at any time the NPS may monitor, inspect, or access the construction site and construction-related materials and documents;
- e. To obtain, and transfer to the NPS from subcontractors, manufacturers or suppliers for work performed and materials furnished all warranties that would be given in normal commercial practice, and according to the NPS DSC Workflows:
<https://www.nps.gov/dsc/workflows/index.htm>
 - i. For a period of not less than one year; and
 - ii. Executed, in writing, for the benefit of CNI and the United States;
- f. To be responsible for all damages to persons or property that occur as a result of the Contractor’s fault or negligence because of, or in any way related to the Project;
- g. To waive any defense to any claim based on the Contractor’s alleged reliance on CNI’s or the NPS’s Project monitoring, inspections or tests. All monitoring, inspections or tests are for the benefit of CNI or the NPS and do not relieve the Contractor of responsibility for (i) providing adequate quality control measures, or (ii) ensuring against damage or loss before Project acceptance. In addition, such monitoring, inspections or tests do not imply acceptance of the Contractor’s work by either CNI or the NPS, nor does it affect the continuing rights of CNI or the NPS after

acceptance of the Contractor's work.

- h. That neither CNI's nor the NPS's review, approval, or acceptance of the Contractor's services nor CNI's payment for those services will be construed to operate as a waiver of any rights of CNI or the NPS, or of any cause of action that CNI or the NPS may have, and the Contractor will be and remain liable to CNI and the NPS in accordance with the terms of this Contract and applicable law for all damages for which the Contractor is legally responsible.
- i. That in the event of a conflict between the provisions of this Contract and the provisions of Partner Design and Construction Agreement between the NPS and CNI, dated [INSERT], recognize that the terms of the Partner Design and Construction Agreement control.
- j. To obtain and maintain insurance consistent with the requirements of Article VIII of the Partner Design and Construction Agreement;
- k. That the Contractor has no recourse against the United States with respect to any aspect of construction activities and will not lien any land, structures, fixtures, or improvements associated with this Contract; and
- l. To be jointly and severally liable under this Contract if the Contractor consists of more than one legal entity."

14. In addition to the provisions of Paragraph 13 (above), any Third-Party Contract for the provision of architectural or engineering services must contain verbatim the following provisions:

"The Contractor agrees:

- a. That it is solely responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor and warrants that the Project can be built as designed;
- b. Shall conduct all services and provide related document deliverables according to NPS DSC Workflows requirements: <https://www.nps.gov/dsc/workflows/index.htm>
- c. To correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services without any additional compensation; and

d. That the final signed and sealed Final Construction Documents provided by the Contractor, as reviewed and approved in writing by the NPS, are the only true contract documents of record for this Project. By submission of the Final Construction Documents to CNI, the Contractor warrants that all review comments have been resolved to the satisfaction of the NPS and have been incorporated into the Final Construction Documents.”

15. At no cost to the NPS, promptly take steps necessary, including the suspension of work, to address any concerns raised by the NPS.
16. Comply with, and cause its contractors to comply with, the wage requirements of the Davis Bacon Act, 40 U.S.C. §§ 3142 *et seq.*, and the relevant Department of Labor regulations, 29 C.F.R. Part 5.
17. Before the NPS accepts the Project as complete, certify in writing that the Project is free and clear of all debts, liabilities, liens, or obligations.

C. The Parties further agree as follows:

1. The Project budget is presented in Attachment B.
2. Other Contracts or Agreements: A Memorandum of Intent, signed by the NPS, Foundation, and CNI, generally describes the Project and roles and responsibilities of the three parties, including the Foundation’s fundraising and fiduciary role for the Project. See Attachment G. In the event there is a conflict between the terms of the Memorandum of Intent and this Agreement, the terms of this Agreement will control.
3. The NPS’s review or approval of documents under Article IV.A of this Agreement will not be construed to operate either as a waiver of any rights of the NPS or as a waiver of any cause of action that the NPS may have under this Agreement or any Third-Party Contract.
4. The United States will own all right, title, and interest in or to the completed Project, including all fixtures and other property described in Attachment A, and CNI hereby waives all claims of right, title, or interest in or to the completed Project. Upon Project completion and following final payments to CNI, at the NPS’s request CNI will execute any documents necessary to confirm the United States’ title.

ARTICLE V. ATTACHMENTS

Attachments A-G are hereby incorporated into this Agreement:

- A—Project Description
- B—Project Budget
- C—Project Development Plan
- D—Schematic Design Floor Plan
- E—Concept Factory Site Plan
- F—Contractor Certification Form
- G—Memorandum of Intent

ARTICLE VI. KEY OFFICIALS

For the Chicago Neighborhood Initiatives:

David Doig
Title: President
Address: 1000 East 111th, Street, 10th Floor,
Chicago, IL 60628
E-mail: ddoig@cnigroup.org
Phone: 773-341-2066

For the National Park Service:

Kathleen Schneider
Title: Superintendent
Address: 11111 S Forrestville Ave,
Chicago, IL 60628
E-mail: kathy_schneider@nps.gov
Phone: 773-264-7431

ARTICLE VII. TERM OF AGREEMENT

This Agreement will be effective on the date of final signature and, unless modified or terminated by the Parties in accordance with Article VIII below, will continue in force and effect for a period of five years (5) thereafter.

ARTICLE VIII. MODIFICATION, DISPUTE RESOLUTION, AND TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the Parties' authorized representatives.
- B. The Parties agree that in the event of a dispute between them, Parties will promptly use their best efforts to resolve the dispute in an informal fashion through communication and consultation, or other forms of non-binding alternative dispute resolution that are mutually acceptable to the Parties.
- C. If either party reasonably believes that the other party has breached its obligations under this Agreement, the alleging party must provide the other party a written Default Notice (Notice) of such alleged breach. The party receiving the Notice will have 30 days (the Cure Period) after receipt of the Notice to cure such alleged breach. The Cure Period may be extended by mutual agreement of the Parties.
- D. If the alleged breach is not cured within the Cure Period the alleging party may, without first obtaining a judgment or declaration of breach by any court, board, arbitrator or any other adjudicator, exercise its rights to proceed against the bonds required in Article

IV.B.12.a-d of this Agreement, or seek any alternative or additional remedies available to it, including termination of this Agreement.

ARTICLE IX. INSURANCE AND LIABILITY

A. Insurance

1. CNI and its contractors must comply with all insurance-related provisions of this Article. CNI and its contractors are responsible for ensuring that these insurance requirements are included, as appropriate, in their respective contracts with subcontractors.
2. Insurance must be acquired before the initiation of any Project Site activities and must be maintained until the Project is accepted as complete by the NPS.
3. Insurance coverage must be commensurate with foreseeable risk, and coverage limits may ultimately be greater than the minimum limitations required below. The NPS will not be responsible for any omissions or inadequacies of any insurance coverage or amounts in the event that insurance purchased by CNI or a contractor proves to be inadequate or insufficient for any reason.
4. CNI and all contractors must procure and maintain the following insurance and comply with the following associated requirements:
 - a. CNI and all contractors must have appropriate insurance including coverage for commercial general liability, contractual liability, automobile, valuable papers, umbrella coverage, and workers' compensation, from a responsible company or companies. Unless higher limits are required by the NPS in writing, commercial general liability insurance and automobile insurance must each have a minimum limitation of One Million Dollars (\$1,000,000) per person for any one claim, and an aggregate limitation of Three Million Dollars (\$3,000,000) for any number of claims arising from any one incident.
 - b. CNI or CNI's prime contractor or general contractor must have Builder's Risk Insurance sufficient to cover the replacement cost of the Project.
 - c. CNI and contractors, as appropriate, must have appropriate insurance coverage when warranty work is conducted. This provision will survive termination or expiration of this Agreement. Warranty work requires the NPS Superintendent's prior approval.
 - d. Contractors providing architectural or engineering service must have Professional Error and Omissions Insurance coverage that, at a minimum, conforms to the requirements of applicable state, territorial, or district law.

- e. Where CNI or contractor is authorized to utilize NPS structures or facilities in conjunction with this Agreement, CNI or contractor must procure and maintain, at its sole cost and expense, fire and hazard protection insurance in an amount equal to the replacement cost of structures or facilities utilized. This insurance must be maintained for the term of use.
5. All insurance policies required by this Agreement must be payable to CNI, and CNI will use insurance proceeds to correct the damage, harm, or deficiency that is the basis of the insurance claim. CNI expenditure of insurance proceeds will be in conformance with law, NPS policies, and NPS approvals. Insurance proceeds that are paid to CNI, but that are not needed or cannot be used to correct the harm or deficiency at issue, must, if allowed under the insurance policy, be used to further Pullman National Monument projects and programs as agreed to by the Parties.
6. All insurance policies required by this Agreement must name the United States as an additional insured and must specify that the insurer must specify that the insurer has no right of subrogation vis-à-vis the United States with respect to claims against other parties. If in the NPS's judgment CNI is unable to meet its obligation to correct the damage, harm, or deficiencies at issue, then the NPS may file insurance claims and use insurance proceeds consistent with law and NPS policies.
7. Before beginning the work authorized herein, CNI must provide the NPS with copies of Certificates of Insurance demonstrating that CNI and contractors have acquired all insurance required by this Article. Insurance coverage must be reviewed every year beginning on the date of execution of this Agreement and must be modified if necessary to ensure consistency with generally accepted insurance practices and NPS policies. CNI and contractors must immediately notify the NPS if an insurance policy is canceled or terminates for any reason.
8. Insurance Carrier Requirements:
 - a. Each issuer of the insurance required by this Article must be rated no lower than A- by the most recent edition of the A.M. Best's Key Rating Guide (Property-Casualty Edition).
 - b. All insurers for all coverage must have a Best's Financial Size Category of at least VII according to the most recent edition of A.M. Best's Key Rating Guide (Property-Casualty Edition).
 - c. All insurers must be admitted, licensed, and approved to operate in the state, territory, or district in which the Project will occur.

B. Liability

1. CNI assumes liability for and does hereby agree to hold harmless and indemnify the United States of America, its agents and employees (Indemnified Party/ies) from and

against any and all claims, losses, damages, costs, judgments, or other liability to the extent caused by or arising from (i) any acts or omissions of CNI, its officers, directors, contractors, agents, or employees, by reason of any breach or default by CNI hereunder or as a consequence of CNI's or its officers, employees, agents, contractors and subcontractors use or occupation of, or acts or omissions relating to Project and Project Site in connection with CNI's exercise of its rights hereunder, covered but excluding any liability covered in Section B2. Notwithstanding the foregoing, provided CNI complies with all applicable environmental laws and regulations, CNI shall have no liability under this Agreement with respect to environmental contamination that exists as of the date of this Agreement, even if such environmental contamination is discovered or uncovered as a result of CNI's or its contractors' construction of the Project and Project Site pursuant to this Agreement. The indemnification obligations set forth in this paragraph shall survive the expiration or earlier termination of this Agreement. The foregoing indemnity shall not be enforceable against any individual personally but solely from such individual's interest in CNI or an Indemnified Party.

2. To the extent authorized by applicable federal law, including the Federal Tort Claims Act, codified as amended primarily at 28 U.S.C. §§ 2671-80 (2014), the NPS will be liable for the negligent or other wrongful acts or omissions of its officers or employees while acting with the scope of their office or employment. The NPS's commitment to pay any lawful liability incurred by the NPS under this Agreement is backed by the full faith and credit of the United States.
3. CNI must pay the United States the full value of all damages to the lands or other property of the United States directly caused by CNI, its employees, agents, representatives, or contractors (including a contractor's subcontractor) in connection with any activities under this Agreement.
4. CNI must cooperate with the NPS in the investigation and defense of any claims that may be filed with or against the NPS arising out of the activities of CNI, or CNI's employees, agents, representatives, or contractors (including a contractor's subcontractor).

ARTICLE X. CONFIDENTIAL AND PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY

- A. With respect to confidential and proprietary information and intellectual property created in association with this Agreement CNI agrees that:

1. Rights to Works Produced in the Performance Contract

CNI is bound by the following provisions. Additionally, CNI will ensure that provisions a through e below are incorporated into all contracts and subcontracts with Contractors that are executed in furtherance of this Agreement. These

provisions should be modified by including CNI's name and the Contractor's name when such provisions are inserted into any contract.

a. "The NPS will own any and all rights, titles, and interests, including design and construction documents, electronic files in native format, and any and all patents, copyrights, trademarks, trade secrets, inventions, products or other intellectual property rights created as a result of, arising from, or relating to this Agreement, including without limitation intellectual property utilized in bid proposals and any pre-existing intellectual property belonging to CNI and/or Contractor that is provided in association with the Project, provided, however, that CNI may request from the NPS a non-exclusive license to use any intellectual property for purposes related to CNI's fundraising and promotional activities associated with the Project. The NPS will consider the request for such non-exclusive license on a case-by-case basis. This provision will survive expiration or termination of this Agreement.

b. CNI and the Contractor will fully cooperate with the NPS in the protection and enforcement of any intellectual property rights resulting from activities and services performed in connection with this Agreement. This obligation includes timely execution, acknowledgment, and delivery to the NPS of all documents and papers that may be necessary to enable the NPS to utilize in any manner any copyrights, patents, trademarks, trade secrets, and other intellectual property and proprietary rights.

c. If any invention or material created in the course of performing tasks under this Agreement or any associated agreement is patentable intellectual property, the Contractor will report the invention or patentable intellectual property to CNI within thirty days of its creation and CNI will immediately report the invention or intellectual property to the NPS."

2. NPS Review of Bid Proposals/ or Requests for Qualifications

- a. CNI will receive all bid proposals, associated documents, and other communications ("Bid Information") from bidders and provide copies of such Bid Information to the NPS Key Official identified in this Agreement so that Bid Information may be distributed to appropriate NPS personnel for review. Any Bid Information delivered in writing or by other tangible form from CNI to the NPS, or from the NPS to CNI, that is to be considered Confidential Information must be conspicuously labeled on every page as "Confidential and Proprietary" at the time of delivery. If proprietary information is delivered orally by either CNI (including information provided by the bidder) or the NPS, CNI or the NPS (as the case may be) must identify such information at the time of disclosure, subsequently reduce it to writing, label it "Confidential and Proprietary," and provide this writing to the appropriate Key Official. Each Party will implement reasonable internal controls to protect confidential information in its possession. NPS retention, release, and

destruction of information that is labeled "Confidential Information" are governed by applicable federal law.

- b. In all bid solicitations, CNI will notify bidders of all provisions in this Article that affect their interests, and will provide that all such provisions will be binding on all bidders including the winning Contractor.
- c. Section A.2 of this Article will survive termination or expiration of this Agreement.
- d. CNI will award the Construction Contract and other Third Party Contracts only after receiving written direction, email form acceptable, from the NPS Key Official identified in this Agreement.

ARTICLE XII. ACCOUNTING AND REPORTS

CNI must maintain accounting books and records under a system of accounts and financial controls meeting Generally Accepted Accounting Principles and must permit the Department of the Interior or its designee, including the NPS Comptroller and the Department's Office of the Inspector General, to verify and audit financial documents from the books, correspondence, memoranda and other records of CNI relating to this Agreement, during the period of this Agreement, and for such time thereafter as may be necessary to accomplish such verification. CNI shall direct its Third Party Contractors to maintain accounting books and records according to these specifications; however, CNI shall not incur any liability should third party contractors not meet standards set forth in this Article.

ARTICLE XIII. STANDARD CLAUSES

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement will be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement will be construed to obligate the government to any current or future expenditure of funds in excess or advance of the availability of appropriations from Congress, nor does this Agreement obligate the government to spend funds on any particular project or purpose, even if funds are available.
- C. Limitations on Lobbying: To the extent that CNI commits in this Agreement or any related agreement to raise funds from non-federal sources for the Project ("Other Project Fundraising Commitments"), CNI further agrees that it will not lobby for or otherwise seek the appropriation of funds from Congress to meet such Other Project Fundraising Commitments. CNI may not use any appropriated funds (including property, utilities, or

services acquired with or supported by appropriated funds) to lobby or attempt to influence Congress or any official of any government.

- D. Compliance with Applicable Law: This Agreement and performance hereunder is subject to all applicable laws, regulations, and government policies whether now in force or hereafter enacted or promulgated. Nothing in this Agreement will be construed as in any way limiting the general powers of the NPS for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.
- E. Release of Information: CNI must obtain prior government approval through the NPS Key Official for any public information releases which refer to the Department of the Interior, any bureau, a park or park unit, a government employee (by name or title), this Agreement, or the Project referenced in this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.
- F. Assignment: No part of this Agreement may be assigned to any other party without prior written approval of the NPS.
- G. Agency: CNI is not an agent or representative of the United States, the Department of the Interior, the NPS, or the Pullman National Monument, nor will CNI represent its self as such to third parties. NPS employees are not agents of CNI and will not act on behalf of CNI in such capacity.
- H. Non-Exclusive Agreement: This Agreement does not restrict CNI or the NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

Signatures are on following page

ARTICLE XIV. AUTHORIZING SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date the last signature is affixed:

NATIONAL PARK SERVICE



Michael T. Reynolds, Acting Director 1/23/17
Date

CHICAGO NEIGHBORHOOD INITIATIVES, INC.



David Doig, President 1/26/17
Date

ATTACHMENTS:

- Attachment A – Project Description
- Attachment B – Project Budget
- Attachment C – Project Development Plan
- Attachment D – Schematic Design Floor Plan
- Attachment E – Concept Factory Site Plan
- Attachment F – Contractor Certification Form
- Attachment G – Memorandum of Intent