

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF CHICAGO
AND THE
BOARD OF EDUCATION OF THE CITY OF CHICAGO**

Beidler School Campus Park

This Intergovernmental Agreement (the “**Agreement**”), executed and delivered as of May 27, 2011, is made by and between the City of Chicago (the “**City**”), an Illinois municipal corporation, acting by and through its Department of Housing and Economic Development (the “**Department**”), and the Board of Education of the City of Chicago (the “**Board**”), a body corporate and politic, organized under and existing pursuant to Article 34 of the School Code of the State of Illinois.

RECITALS

WHEREAS, the City is a home rule unit of local government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the City through the Department has received grant funds in the amount of \$575,000 from the State of Illinois Department of Natural Resources (“**IDNR**”) pursuant to the Open Space Lands Acquisition & Development Grant Program (the “**OSLAD Grant**”), which funds were appropriated pursuant to an ordinance (the “**Appropriation Ordinance**”) passed on November 15, 2006 by the City Council of the City (the “**City Council**”) and published at the City Council Journal of Proceedings at pages 92559 through 93149; and

WHEREAS, on May 12, 2010 the City Council also authorized the appropriation of funds from the Kinzie Industrial Corridor TIF to fund the Project in an ordinance published at pages 90598 to 90623.

WHEREAS, the City and the Board wish to undertake the development of a new playground, basketball court and open lawn play area (“**Campus Park**”) at Beidler School (the “**School**”) in accordance with the OSLAD Grant (the “**Project**”), a description and the site plan for which are set forth in **Exhibit A** herein; and

WHEREAS, the Appropriation Ordinance authorized the Commissioner of the Department, subject to the approval of Corporation Counsel, to negotiate, enter into and execute agreements to effectuate the purpose of the OSLAD Grant; and

WHEREAS, the City desires to grant to the Board for the Project an amount not to exceed \$2,211,500 (the “**City Funds**”), consisting of (i) all of the proceeds of the \$575,000 OSLAD Grant (the “**Grant Funds**”) and (ii) an amount not to exceed \$636,500 from general obligation bond proceeds (“**Bond Proceeds**”) and (iii) an amount not to exceed \$1,000,000 from TIF (“**TIF Proceeds**”) as the City’s matching contribution with respect to the OSLAD Grant; and

WHEREAS, the Campus Park will be constructed on property currently owned by the City, described on **Exhibit B** attached hereto (“City Property”), including a portion of the alley immediately south of the School (the “Alley or “Alley Vacation Parcel”), described on **Exhibit C** attached hereto;

WHEREAS, the City and the Board intend to vacate the Alley at no cost to and in favor of the Board and intend to dedicate land, described on **Exhibit D** attached hereto, (“Alley Opening Parcels”) to the City to replace the vacated Alley and to provide access to the properties adjacent to the Alley; and

WHEREAS, upon completion of the Campus Park, the City intends to convey the City Property, and any portion of the Alley not previously vacated in favor of the Board, to the Board at no cost.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the City and the Board agree as follows:

DEFINITIONS

For all purposes of the Agreement, the following terms shall be defined as follows:

Authorized Board Representative: The person or entity employed or retained by the Board to provide design, construction management, administration and coordination services with respect to the Project. The Board hereby designates Cory Davis as the Authorized Board Representative.

Authorized City Representative: The person designated by the City as its representative in participating in the planning, development and inspections related to the construction of the Project and to receive notices to the City given pursuant to this Agreement and otherwise as the City’s representative implementing this Agreement. The City hereby designates Nelson Chueng as the Authorized City Representative.

Grant Documents: The State of Illinois Department of Natural Resources Open Space Lands Acquisition & Development Grant Program Project Agreement (the “**Project Agreement**”) also referred to as Project Number: OS 07-1493), which includes and incorporates

the General Provisions attached thereto and the OSLAD/LWCF Project Application, including the Development Project Compliance Instructions and Billing Packet Information.

Final Acceptance: The date on which the Authorized Board Representative, the Authorized City Representative and IDNR determine that all of the requirements of all contracts relating to the Project and the OSLAD Grant have been completed and the City is entitled to reimbursement for the Project pursuant to the terms and conditions of the Grant Documents.

SECTION I INCORPORATION OF RECITALS

The recitals, definitions and exhibits set forth above are hereby incorporated herein by reference and made a part hereof.

SECTION II THE PROJECT

1. The Board shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, as well as all policies, programs and procedures of the Board, as may be in effect or as amended from time to time, pertaining to or affecting the Project or the Board as related thereto. Upon the City's request, the Board shall provide evidence satisfactory to the City of such compliance.

2. In all contracts relating to the Project, the Board agrees to require the contractor to name the City as an additional insured on insurance coverages substantially in accordance with the provisions set forth in **Exhibit E** and to require the contractor to indemnify the City from all claims, damages, demands, losses, suits, actions, judgments and expenses including but not limited to attorney's fees arising out of or resulting from work on the Project by the contractor or contractor's suppliers, employees or agents.

3. The Board hereby acknowledges the terms of the Grant Documents attached hereto as **Exhibit F**. The Board shall administer, coordinate, implement and manage the Project on behalf of the City, Project Sponsor under the Grant Documents, pursuant to the terms of this Agreement and the Grant Documents. The Board shall not act or fail to act in such a manner as to cause the City to violate or be in default under the Grant Documents.

4. The Authorized City Representative and the Authorized Board Representative will review the scope of work required for the Project as well as the preliminary design documents and specifications for the Project. Such review shall include the cost estimates, assessments and/or rededication of environmental conditions, site preparation, demolition of

existing buildings, footings and foundations, scheduling and any other factors that may affect the coordination or cost of the Project.

5. Upon completion of the review procedures described in Section II(4) above and subject to IDNR approval as set forth in Section II(6) of this Agreement, the City and the Board shall determine the final budget and the schedule for the Project and the Board will commence implementation of the Project in compliance with the responsibilities of Project Sponsor under the Grant Documents.

6. Prior to the solicitation of bids or conducting any construction activities relating to the Project, The City shall obtain the written approval of IDNR of all working drawings, working plans, construction plans for grant-assisted work and other required reviews and approvals by IDNR in the manner and time frame specified in the Grant Documents. The Board shall not commence construction of the Project without the prior written approval of IDNR as specified in this section.

SECTION III RESPONSIBILITIES OF THE PARTIES

1. The Board represents that the Board has knowledge of the restrictions or regulations governing the expenditure and use of such IDNR grant funds, as set forth in the Grant documents, and will coordinate the management and administration of the Project consistent with the terms of the Grant Documents and assure conformance and compliance of the Project with the Grant Documents. Specific responsibilities of the Board include, but are not limited to, the following:

- A. Prepare or cause to be prepared the terms and conditions of all the contracts relating to the Project including such community hiring requirements as shall be agreed by the City and the Board;
- B. Engage or cause to be engaged the services of development, landscape architect, engineering and such other construction consultants as may be necessary for the construction of the Project;
- C. Solicit or cause to be solicited bids, including bid guarantees consistent with IDNR and Board requirements, and/or proposals for contracts and work that may be required for the construction of the Project in accordance with the Grant Documents;

- D. Examine any and all documents that may be submitted by the contractor and render decisions pertaining thereto with reasonable promptness to avoid delay in the completion of the Project;
- E. Complete any and all necessary Project reviews required under the Grant Documents prior to and during the administration of the Project;
- F. Provide a copy of any written certifications required by the Grant Documents or the construction contracts to certify that the Project conforms to the scope of work and has been accepted for the beneficial use and occupancy by the Board on behalf of the City for the purpose of the Grant Documents;
- G. Pay the costs of the Project to the extent of the cost therefore as stated in the Project Budget attached as **Exhibit G** hereto, which certain of those costs will be reimbursed by the City in an amount not-to-exceed \$2,211,500 as set forth in this Agreement;
- H. Determine the types and amounts of insurance and bonds to be provided by the contractor(s) and consultants, subject to approval by the City and sufficient evidence that such coverages are in force;
- I. Require and procure, or cause to be procured,– from the contractor(s) waivers of all liens or rights of lien for labor and materials furnished in connection with the construction of the Project;
- J. Require, by appropriate provision in the applicable contracts relating to the Project, that the contractor(s) indemnify, save and hold harmless the City, the Board and IDNR as more fully described in Section V hereof;
- K. In consultation with and subject to the prior written consent of the authorized representatives of the City, and subject to the approval of IDNR as required by the Grant Documents, approve any and all changes or deletions to the contracts relating to the Project including changes or deletions, increases or decreases in the scope of the work and adjustments in the contract price occasioned thereby;
- L. In the method and manner prescribed by the City, prepare billing requests to the City necessary for IDNR grant reimbursement of Project costs in accordance with the Grant Documents;
- M. Progress the Project in accordance with the time lines set forth in the Grant Documents and schedule;

- N. Provide such additional services as may be agreed, in writing, by the City and the Board; and
- O. Upon completion of the Project, the Board shall own, operate, maintain, manage, secure and insure the Campus Park and related facilities and improvements constructed upon the Campus Park in accordance with all the Grant Documents and the usual and customary rules and regulations governing use and occupancy of property operated or maintained by the Board; provided that any insurance with respect to the Property shall meet the requirements of the Grant Documents and name the City, IDNR and Board as additional insured during the term of this Agreement.

2. The City shall reimburse the Board up to an amount not-to-exceed \$2,211,500, being the costs of the Project as set forth in the budget; provided that under no circumstances shall the City be required to contribute funds in excess of \$2,211,500 or the total amount of (1) Bond Proceeds, (2) the TIF Proceeds plus the IDNR grant reimbursement actually received by the City, whichever is the lesser amount. Specific responsibilities of the City include, but are not limited to, the following:

- A. Communicate with the Board to provide timely updates regarding the funding of the Project;
- B. Approve a preliminary budget for the Project that shall include contingencies for changes during construction and in consultation with the Authorized Board Representative determine the final budget.
- C. Designate a representative to act in the City's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the Project;
- D. Provide proper signage with the IDNR grant program indicating Campus Park is open to the general public;
- E. Prepare billing requests to IDNR for reimbursement of Project costs in accordance with the Grant Documents.
- F. Cooperate and timely communicate with the Board concerning all notices and reporting requirements of the Grant Documents and concerning environmental tests, surveys, analysis, and reports affecting the condition of the Property.

SECTION IV COMPLETION OF THE PROJECT

1. The Board shall require the contractor(s) to provide for the Project materials that are new and work of good quality, free from faults and defects, and in conformity with the requirements of the contracts relating to the Project, the Grant Documents, this Agreement, and consistent with industry standards. The Board shall also require any contractor(s) to correct any deficient or defective work or materials in accordance with the procedures described in the applicable contracts. For a period of one (1) year from the date of Final Acceptance, or such longer period as may be provided by any applicable special warranty in a contract, any work or materials found to be defective or non-conforming and any damage caused by such work and materials shall be corrected by the contractor(s) under the direction and supervision of the Authorized Board Representative in consultation with the Authorized City Representative.

2. The Board shall require the contractor(s) to comply with the requirements of the applicable contracts with respect to the completion and close-out of the Project including but not limited to the completion of punch list work, the furnishing of material guarantees, warranties, waivers of lien, certified payrolls, as-built drawings and such other documents as may be required to comply with the terms of the contracts and any other documentation as required by the IPA. Upon completion, the Board will cause a copy of all such relevant documents to be delivered to the Authorized City Representative. Any liquidated damages assessed against the contractor(s) for non-performance or delay will be credited to the Project or otherwise disbursed as agreed by the authorized representatives of the Board and the City.

3. All work and materials constituting the Project shall be available for inspection by City designees or personnel as required by applicable law or ordinance and by IDNR as required by the Grant Documents. The Board shall notify the Authorized City Representative and IDNR when the Project has been scheduled for inspections to certify Final Acceptance. The Authorized City Representative and IDNR representative shall have the right to attend any and all such inspections.

4. Unless otherwise provided by the contracts relating to the Project, upon completion of all the work required of the contractor(s) and issuance of the certificate of Final Acceptance, the Board shall process final payment to the contractor(s) in accordance with the procedures set forth in the contracts.

SECTION V FUNDING

1. The current estimate of the cost of the Project is at least approximately \$2,211,500. The Commissioner of the Department (the “**Commissioner**”) has delivered to the Board, and the Commissioner and the Board hereby approve, a detailed project budget for the

Project, attached hereto and incorporated herein as **Exhibit G**. The Board certifies that the budget identifies sources of funds (including the City Funds) sufficient to complete the Project. The Board agrees that the City will only contribute the City Funds to the Project and that all costs of completing the Project over the City Funds shall be the sole responsibility of the Board. If the Board at any point does not have sufficient funds to complete the Project, the Board shall so notify the City in writing, and the Board may narrow the scope of the Project as agreed with the City in order to complete the Project with the available funds.

2. A copy of all invoices for professional services shall be reviewed and approved for payment by the Board pursuant to its usual and customary payment procedures and payment requests submitted by the contractor shall be reviewed and approved for payment by the Board according to the Board's usual and customary payment procedures.

3. Upon completion of the Project, the parties understand- and agree that the Board shall submit to the City requests for reimbursement in the method and manner provided in the current billing requirements provisions of the Grant Documents in **Exhibit F**, attached hereto. In turn, the City shall submit the requests for reimbursement to IDNR, and upon receipt of the Grant Funds, the City shall timely remit the Grant Funds to the Board subject to the provisions of the Grant Documents. The Board shall not suffer any loss or jeopardize any reimbursement by reason of any delay of the City in submitting the request for reimbursement to IDNR.

4. If the aggregate cost of the Project is less than the amount of the City Funds contemplated by this Agreement, the Board shall have no claim to the difference between the amount of the City Funds contemplated by this Agreement and amount of the City Funds actually paid by the City to the Board and expended by the Board on the Project. In the event that the cost of the Project exceeds the preliminary or final Budget and there are insufficient funds to complete the Project, the Board shall notify the City in writing and the City and the Board shall agree in writing on any further action that may be appropriate. Provided further, that in no event shall the City be obligated to provide any funding exceeding such party's contribution as set forth on the Budget, attached as **Exhibit G**.

5. The Board shall maintain records and accounts which shall include entries of all transactions relating to -implementation, development, improvement and construction of the Project. The City shall have the right to inspect the books and records of the Board pertaining to the completion of the Project upon request at all reasonable times.

SECTION VI PROPERTY TRANSFERS; ALLEY VACATION AND OPENING

1. The Board shall file an application with the City to vacate the Alley and open the Alley Opening Parcels ("Vacation and Opening Application"). The City hereby agrees to cooperate in all respects with the Board, including providing written consents or other

authorizations necessary to effectuate and obtain all required approvals for the Vacation and Opening Application. Provided that the City adopts an ordinance approving the Vacation and Opening Application, the Alley will be vacated in favor of and at no cost to the Board. Provided, however, in the event, the ordinance approving the Vacation and Opening Application is adopted by the City prior to conveyance of the City Property to the Board, any portion of the Alley not otherwise vacated to the Board will be conveyed to the Board simultaneously with the conveyance of the City Property as provided in Section VI(2) below.

2. Provided that the City adopts an ordinance approving the transfer of the City Property to the Board and the Vacation and Opening Application, within thirty (30) days from Final Acceptance, the City will convey, at no cost to the Board, the City Property and any portion of the Alley not previously vacated in favor of the Board. In addition to the aforementioned ordinance, the parties agree that such conveyance shall be made pursuant to all other customary procedures followed by the City relating to intergovernmental transfers of property.

SECTION VII INDEMNITY; DEFAULT

1. The Board agrees to indemnify, defend and hold the City, its officers, officials, members, employees and agents harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including, without limitation, reasonable attorney's fees and court costs) suffered or incurred by the City arising from or in connection with (i) the Board's failure to comply with any of the terms, covenants and conditions contained within this Agreement, or (ii) the Board's or any contractor's failure to pay general contractors, subcontractors or material men in connection with the Project.

2. The failure of the Board to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the Board under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the Board hereunder. Upon the occurrence of an Event of Default, the City may terminate this Agreement and any other agreement directly related to this Agreement, and may suspend disbursement of the City Funds. Subject to the terms of the following paragraph, the City may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to injunctive relief or the specific performance of the agreements contained herein.

3. In the event the Board shall fail to perform a material covenant which the Board is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the Board has failed to cure such default within thirty (30) days of its receipt of a written notice from the City specifying the nature of the default; provided, however, with respect to those defaults

which are not capable of being cured within such thirty (30) day period, the Board shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

4. The failure of the City to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations of the City under this Agreement or any other agreement directly related to this Agreement shall constitute an "Event of Default" by the City hereunder. Subject to the terms of the following paragraph, upon the occurrence of an Event of Default, the Board may terminate this Agreement and any other agreement directly related to this Agreement. The Board may, in any court of competent jurisdiction by any action or proceeding at law or in equity, pursue and secure injunctive relief or the specific performance of the agreements contained herein.

5. In the event the City shall fail to perform a covenant which the City is required to perform under this Agreement, notwithstanding any other provision of this Agreement to the contrary, an Event of Default shall not be deemed to have occurred unless the City has failed to cure such default within thirty (30) days of its receipt of a written notice from the Board specifying the nature of the default; provided, however, with respect to those defaults which are not capable of being cured within such thirty (30) day period, the City shall not be deemed to have committed an Event of Default under this Agreement if it has commenced to cure the alleged default within such thirty (30) day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

SECTION VIII CONSENT

Whenever the consent or approval of one or both parties to this Agreement is required hereunder, such consent or approval shall not be unreasonably withheld.

SECTION IX NOTICE

Notice to the Board shall be addressed to:

Chief Financial Officer
Board of Education of the City of Chicago
125 South Clark Street, 14th Floor
Chicago, Illinois 60603
Fax: 773-553-2701

and

General Counsel
Board of Education of the City of Chicago
125 South Clark Street, 7th Floor
Chicago, Illinois 60603
Fax: 773-553-1702

Notice to the City shall be addressed to:

Commissioner
City of Chicago
Department of Housing and Economic Development
121 North LaSalle, Room 1000
Chicago, Illinois 60602

and

Corporation Counsel
City of Chicago
Department of Law
Finance and Economic Development Division
121 North LaSalle Street, Room 600
Chicago, Illinois 60602

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electric communications, whether by telex, telegram, telescope or facsimile (FAX) machine; (c) overnight courier; or (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other party in the same manner as provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to subsection (d) shall be deemed received two (2) days following deposit in the mail.

**SECTION X
ASSIGNMENT; BINDING EFFECT**

This Agreement, or any portion thereof, shall not be assigned by either party without the prior written consent of the other.

This Agreement shall inure to the benefit of and shall be binding upon the City, the Board and their respective successors and permitted assigns. This Agreement is intended to be and is for the sole and exclusive benefit of the parties hereto and such successors and permitted assigns.

**SECTION XI
MODIFICATION**

This Agreement may not be altered, modified or amended except by written instrument signed by all of the parties hereto.

**SECTION XII
COMPLIANCE WITH LAWS**

The parties hereto shall comply with all federal, state and municipal laws, ordinances, rules and regulations relating to this Agreement.

**SECTION XIII
GOVERNING LAW AND SEVERABILITY**

This Agreement shall be governed by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

**SECTION XIV
COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed an original.

**SECTION XV
ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties.

**SECTION XVI
AUTHORITY**

Execution of this Agreement by the City is authorized by ordinances passed by the City Council of the City on November 16, 2006 and May 12, 2010. Execution of this Agreement by the Board is authorized by Board Report 11-323-OP1 dated March 23, 2011. The parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder

**SECTION XVII
HEADINGS**

The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

**SECTION XVIII
DISCLAIMER OF RELATIONSHIP**

Nothing contained in this Agreement, nor any act of the City or the Board shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the City and the Board.

**SECTION XIX
CONSTRUCTION OF WORDS**

The use of the singular form of any word herein shall also include the plural, and vice versa. The use of the neuter form of any word herein shall also include the masculine and feminine forms, the masculine form shall include feminine and neuter, and the feminine form shall include masculine and neuter.

**SECTION XX
NO PERSONAL LIABILITY**

No officer, member, official, employee or agent of the City or the Board shall be individually or personally liable in connection with this Agreement.

**SECTION XXI
REPRESENTATIVES**

Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement.

For the Board: Board of Education of the City of Chicago
 125 South Clark Street, Chicago, Illinois 60603
 Attn.: Chief Financial Officer
 Phone: 773-553-2700
 Fax: 773-553-2701

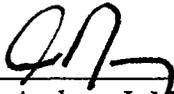
For the City: City of Chicago, Department of Housing
 and Economic Development
 121 North LaSalle Street, Room 1101
 Chicago, Illinois 60602
 Attn: Nelson Chueng
 Phone: 312-744-5756

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

CITY OF CHICAGO, an Illinois
municipal corporation

By: 

Andrew J. Mooney
Commissioner of the Department of Housing
and Economic Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO,**

By:

Mary Richardson-Lowry
President

Attest:

Estela G. Beltran
Secretary

IN WITNESS WHEREOF, the Parties hereto have executed or caused this Agreement to be executed, all as of the date first written above.

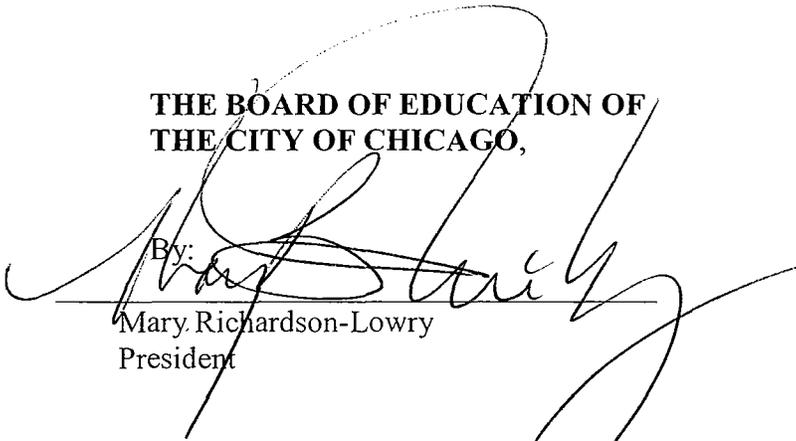
CITY OF CHICAGO, an Illinois
municipal corporation

By:

Andrew J. Mooney
Commissioner of the Department of Housing
and Economic Development

**THE BOARD OF EDUCATION OF
THE CITY OF CHICAGO,**

By:



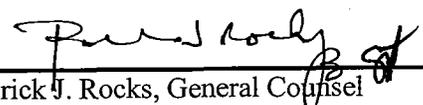
Mary Richardson-Lowry
President

Attest:

 5/20/11

Estela G. Beltran
Secretary

Approved as to Legal form:



Patrick J. Rocks, General Counsel

11-0323-0P1

EXHIBIT A

PROJECT DESCRIPTION

The Beidler School Campus Park project will construct a new 1-acre park within the East Garfield Park community area. Development plans include new playground areas, open lawn area for free play, walking paths, seating, lighting, paving of the alley between the park and the school for outdoor assembly space, fencing, and landscaping.

Project Period:

Start Date: April 1, 2011 Completion Date: Dec 31, 2011

See attached Site Plan

EXHIBIT B

CITY PROPERTY

LOTS 23 AND 24 IN BLOCK 3 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THIRD PRINCIPAL MERIDIAN.

PARCEL 2: ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 128860, AND LOT "A" IN THE RESUBDIVISION OF LOT 4 AND THE VACATED ALLEY WEST OF AND ADJOINING SAID LOT 4 IN F.S. BAIRD'S RESUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 4 OF W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SAID SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1906 AS DOCUMENT 3811949, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 1 IN JONES' SUBDIVISION OF LOTS 21 TO 24 OF SUB-BLOCK 4 IN AFORESAID SMITH'S SUBDIVISION OF SUB-LOTS 1 AND 4 ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1876 AS DOCUMENT 90353; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS EXTENSION, BEING ALSO THE SOUTH LINE OF A 16.00 FOOT WIDE VACATED PUBLIC ALLEY, A DISTANCE OF 257.9 FEET TO A POINT 34.5 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 OF BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1884 AS DOCUMENT 518018, BEING THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF AFORESAID VACATED ALLEY, A DISTANCE OF 34.5 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.85 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 8.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 8.84 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 24 IN THE SUBDIVISION OF BLOCK 8 IN LEE'S SUBDIVISION, BEING ALSO A POINT ON THE SOUTH LINE OF AFORESAID 16 FOOT WIDE VACATED PUBLIC ALLEY DISTANT 73.41 FEET WEST OF THE AFORESAID NORTHWEST CORNER OF LOT 6 IN A.M. JONES' SUBDIVISION; THENCE EAST ALONG THE SAID SOUTH LINE OF VACATED ALLEY, A DISTANCE OF 38.91 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

LOTS 1, 2 AND 3 IN F.S. BAIRD'S RESUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 4 OF SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 1707158.

LOTS 1, 2, 3, 4 AND 5 EXCEPT THE SOUTH 125 FEET

PARCEL 6: THAT PART THEREOF AND ALL OF LOT 6 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 OF BLOCK 4 IN THE SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 518018.

LOTS 1, 2, 3 AND 4 AND THE 10 FOOT WIDE PRIVATE ALLEY WESTERLY ADJACENT TO SAID LOTS, TAKEN AS A TRACT, IN JONES' SUBDIVISION OF LOTS 21 TO 24 IN SUB-BLOCK 4 IN W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1876 AS DOCUMENT NUMBER 90353, EXCEPTING FROM SAID TRACT THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF A 16 FOOT WIDE PUBLIC ALLEY WITH THE WEST LINE OF NORTH ALBANY AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 65.04 FEET TO THE POINT OF BEGINNING OF THE EXCEPTION HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG THE SAID SOUTH LINE OF LOT 4 AND ITS EXTENSION, A DISTANCE OF 38.40 FEET TO A POINT ON THE EAST LINE OF LOT 1 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 IN BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1884 AS DOCUMENT NUMBER 518018; THENCE NORTH ALONG THE SAID EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF A 10 FOOT WIDE PRIVATE ALLEY, A DISTANCE OF 14.00 FEET; THENCE EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF LOT 4, A DISTANCE OF 35.14 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.50 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 7.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT C

ALLEY VACATION PARCEL

THAT PART OF A SAID PUBLIC VACATED ALLEY LYING SOUTH OF WEST WALNUT STREET AND WEST OF NORTH ALBANY AVENUE DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 1 IN W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 IN LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF A 16 FOOT WIDE PUBLIC ALLEY WITH THE WEST LINE OF SAID NORTH ALBANY AVENUE; THENCE SOUTH ALONG THE SAID WEST LINE OF NORTH ALBANY AVENUE, A DISTANCE OF 16 FEET TO THE NORTHEAST CORNER OF LOT 1 IN JONES' SUBDIVISION OF LOTS 21 TO 24 OF SUB-BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS EXTENSION, BEING THE SOUTH LINE OF AFORESAID 16 FOOT WIDE SAID VACATED PUBLIC ALLEY, A DISTANCE OF 223.33 FEET TO THE NORTHWEST CORNER OF LOT 6 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 IN BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 6, BEING ALSO THE EAST LINE OF SAID VACATED ALLEY, A DISTANCE OF 86 FEET TO THE NORTHEAST CORNER OF LOT 1 IN F.S. BAIRD'S RESUBDIVISION OF LOTS 13, 14 AND 15 OF BLOCK 4 OF AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4; THENCE WEST ALONG THE NORTH LINE OF LOTS 1, 2 AND 3 IN SAID F.S. BAIRD'S RESUBDIVISION, BEING ALSO THE SOUTH LINE OF SAID VACATED ALLEY, A DISTANCE OF 72 FEET TO A POINT ON THE EAST LINE OF LOT 24 IN THE SUBDIVISION OF BLOCK 8 IN AFORESAID LEE'S SUBDIVISION; THENCE NORTH ALONG THE SAID EAST LINE OF LOT 24, BEING ALSO THE WEST LINE OF A SAID PUBLIC ALLEY, A DISTANCE OF 35.83 FEET; THENCE EAST ALONG THE NORTH LINE OF A PUBLIC ALLEY, A DISTANCE OF 56 FEET TO AN INTERSECTION WITH THE WEST LINE OF A 16 FOOT WIDE SAID VACATED PUBLIV ALLEY; THENCE NORTH ALONG THE SAID WEST LINE OF SAID VACATED ALLEY, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 16 FOOT WIDE SAID VACATED PUBLIC ALLEY; THENCE NORTH ALONG THE SAID WEST LINE OF SAID VACATED ALLEY, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 16.00 FOOT WIDE SAID VACATED PUBLIC ALLEY; THENCE NORTH ALONG THE SAID WEST LINE OF SAID VACATED ALLEY, A DISTANCE OF 50 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF A 16 FOOT WIDE SAID VACATED PUBLIC ALLEY; THENCE WEST ALONG THE SAID SOUTH LINE OF SAID VACATED PUBLIC ALLEY, A DISTANCE OF 18.5 FEET TO A POINT 257.9 FEET WEST OF AFORESAID NORTH ALBANY AVENUE; THENCE NORTH 16 FEET TO A POINT ON THE NORTH LINE OF SAID 16 FOOT WIDE

SAID VACATED PUBLIC ALLEY; THENCE EAST ALONG THE NORTH LINE OF SAID VACATED ALLEY, A DISTANCE OF 257.73 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT D

ALLEY OPENING PARCELS

PARCEL 1:

A PART OF LOT A IN THE RESUBDIVISION OF LOT 4 AND THE VACATED ALLEY WEST OF AND ADJOINING SAID LOT 4 IN F.S. BAIRD'S RESUBDIVISION OF LOTS 13, 14 AND 15 IN BLOCK 4 OF W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 24, 1906 AS DOCUMENT 3811949, ALONG WITH A PART OF LOT 24 IN THE SAID SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 1, 1873 AS DOCUMENT 128860, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF A 16 FOOT WIDE PUBLIC ALLEY WITH THE WEST LINE OF NORTH ALBANY AVENUE, BEING ALSO THE NORTHEAST CORNER OF LOT 1 IN JONES' SUBDIVISION OF LOTS 21 TO 24 OF SUB-BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1876 AS DOCUMENT 90353; THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1 AND ITS EXTENSION, BEING ALSO THE SOUTH LINE OF SAID 16 FOOT WIDE ALLEY, A DISTANCE OF 257.9 FEET TO A POINT 34.5 FEET WEST OF THE NORTHWEST CORNER OF LOT 6 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 OF BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1884 AS DOCUMENT 518018, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 15 FEET; THENCE WEST, PARALLEL WITH THE SOUTH LINE OF AFORESAID ALLEY, A DISTANCE OF 34.5 FEET; THENCE NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.85 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 8.00 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 8.84 FEET TO A POINT ON THE NORTH LINE OF AFORESAID LOT 24 IN THE SUBDIVISION OF BLOCK 8 IN LEE'S SUBDIVISION, BEING ALSO A POINT ON THE SOUTH LINE OF SAID 16 FOOT WIDE PUBLIC ALLEY DISTANT 73.41 FEET WEST OF THE AFORESAID NORTHWEST CORNER OF LOT 6 IN A.M. JONES' SUBDIVISION; THENCE EAST ALONG THE SAID SOUTH LINE OF ALLEY, A DISTANCE OF 38.91 FEET TO THE POINT OF BEGINNING IN COOK COUNTY, ILLINOIS.

PARCEL 2:

A PART OF LOT 4 AND THE 10 FOOT WIDE PRIVATE ALLEY WESTERLY ADJACENT TO SAID LOT IN JONES' SUBDIVISION OF LOTS 21 TO 24 IN SUB-BLOCK 4 IN W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION OF THE SOUTHWEST 1/4 OF SECTION 12, TOWNSHIP 39 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 13, 1876 AS DOCUMENT 90353, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 4, BEING ALSO THE POINT OF INTERSECTION OF THE NORTH LINE OF A 16 FOOT WIDE PUBLIC ALLEY WITH THE WEST LINE OF NORTH ALBANY AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 4, A DISTANCE OF 65.04 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE CONTINUING WEST ALONG THE SAID SOUTH LINE OF LOT 4 AND ITS EXTENSION, A DISTANCE OF 38.41 FEET TO A POINT ON THE EAST LINE OF LOT 1 IN A.M. JONES' SUBDIVISION OF LOTS 16 TO 20 IN BLOCK 4 IN AFORESAID W. SMITH'S SUBDIVISION OF SUB-BLOCKS 1 AND 4 IN THE SUBDIVISION OF BLOCK 8 OF LEE'S SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 7, 1884 AS DOCUMENT 518018; THENCE NORTH ALONG THE SAID EAST LINE OF LOT 1, BEING ALSO THE WEST LINE OF A 10 FOOT WIDE PRIVATE ALLEY, A DISTANCE OF 14.00 FEET; THENCE EAST, PARALLEL WITH THE AFORESAID SOUTH LINE OF LOT 4, A DISTANCE OF 35.14 FEET; THENCE SOUTH, PARALLEL WITH THE AFORESAID WEST LINE OF PRIVATE ALLEY, A DISTANCE OF 7.50 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 8.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 7.59 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

EXHIBIT E

INSURANCE REQUIREMENTS

A. INSURANCE TO BE PROVIDED

The Board must provide and maintain or cause to be provided during the term of the Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement:

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$ 500,000 each accident or illness.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance 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, explosion, collapse, underground, separation of insureds, 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.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Board must provide or cause to be provided, 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.

4) Builders Risk

When the Board undertakes any construction, including improvements, betterments, and/or repairs, the Board must provide, or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the project. Coverages must include but are not limited to the following: right to partial occupancy, material stored off-site and in-transit, landscaping,

water including overflow, leakage, sewer backup or seepage, debris removal, faulty workmanship or materials, mechanical-electrical breakdown and testing. The City of Chicago is to be named as an additional insured and loss payee.

5) Contractors Pollution Liability

When any work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided, or cause to be provided covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Agreement scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement.— A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$ 1,000,000-. Coverage must include contractual liability. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Valuable Papers

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

8) Self Insurance

To the extent permitted by law, the Board may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Board does self insure for the above insurance requirements, the Board must bear all risk of loss for any loss which would otherwise be covered by insurance policies, and the self insurance program must comply with at least the insurance requirements as stipulated above.

B. ADDITIONAL REQUIREMENTS

The Board must furnish the City of Chicago Department of Housing and Economic Development, City Hall, Room 1000, 121 North LaSalle Street 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all Agreement requirements. -The failure of the City to obtain certificates or other insurance evidence from the Board is not a waiver by the City of any requirements for the contractor to obtain and maintain the specified coverages. The Board must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Board of the obligation to provide insurance as specified herein. Non-fulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

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

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

The Board agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by the Board in no way limit the Board's liabilities and responsibilities specified within the Contract or by law.

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

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

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 Agreement.

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

The City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

EXHIBIT F

OSLAD GRANT DOCUMENTS

[TO BE ATTACHED AT CLOSING]

STATE OF ILLINOIS
Department of Natural Resources

OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM

PROJECT AGREEMENT

Project Sponsor: Chicago, City of

Project Number: OS 07-1493

Address: 121 N. LaSalle St

FEIN Number: 36-6005820

Room 1000

Chicago, IL 60602-0000

Project Title: Beidler Campus Park

Project Period: Start Date: 10\26\06

Expiration Date: 12\31\09

Project Scope (Description of Project/Costs):

The development will include project items listed on the attached DOC-4/Development Data form, or as revised and approved by IDNR.

Development shall be in accordance with the approved project application on file with the Illinois Department of Natural Resources (IDNR) and preliminary development plans and construction cost estimates attached hereto.

PROJECT COSTS (Estimated)

The following documents are hereby incorporated into, and made part of this Agreement

Acquisition Costs

1. General Provisions (attached)

Arch. Survey Costs \$.00

2. Project Application

A/E Costs \$157,500.00

3. Boundary Map

CPA Report Costs \$4,000.00

4. Development Map

Development Costs \$1,050,000.00

5. Certifications

TOTAL COSTS \$1,211,500.00

6. Supplement To The Agreement

% Fund Assistance up to 50 %

FUND ASSISTANCE AMOUNT \$575,000.00

() DNR copy

(X) Sponsor copy

The Illinois Department of Natural Resources (DNR) and the Project Sponsor, agree to perform this Agreement in accordance with the Open Space Lands Acquisition and Development Act, as amended, (525 ILCS 35/1 et.seq.); with the rules promulgated pursuant to the Act (17 IL Adm. Code 3025); and with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved project application which, by reference, are specifically made a part of this Agreement. No assignment of grant provisions or duties is allowed.

The DNR promises, in consideration of the promises and assurances made by the Project Sponsor, to obligate to the Project Sponsor the Fund Assistance Amount specified herein, and to tender to the Project Sponsor that portion of those Funds required to pay the State's share of eligible project costs as shall be determined based upon criteria set forth in 17 IL Adm. Code 3025. A project shall be deemed completed for grant payment when the Project Sponsor submits a development project billing form seeking final grant reimbursement which is approved for payment by DNR. Any grant funds remaining after final reimbursement to the Project Sponsor may be reprogrammed at the discretion of DNR.

Obligations of the State will cease immediately without penalty of further payment being required if in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for this Agreement.

The Project Sponsor promises to complete the project as described in this Agreement, and operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for Grant Funding Assistance.

This Agreement, including the project application by reference and the Provisions, project boundary map, development plan and Certifications, attached hereto, constitutes the entirety of the Project Agreement between the Project Sponsor and Illinois DNR and supercedes all other agreements whether written or oral. This Agreement shall be governed in all respects by the laws of the State of Illinois.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the date entered below.

PROJECT SPONSOR

STATE OF ILLINOIS

Chicago Dept Planning & Development

Ill. Department of Natural Resources

(Agency)

(Agency)

Lori T. Healey
(Signature)

Sam Flood
(Director - Signature)

Lori T. Healey

SAM FLOOD

(Name)

(Director - Name)

Commissioner

Date: 1-9-07

(Title)

12-21-06

(Date)

Required additional signatures for contracts and contract renewals totaling \$250,000 or more per Public Act 90-452.

William Richardson 1/2/07
(DNR Chief Legal Counsel-Signature) Date

William Richardson
(DNR Chief Legal Counsel-Name)

Ellen Kuy-Pietrzak 1/8/07
(DNR Chief Fiscal Officer-Signature) Date

Ellen Kuy-Pietrzak
(DNR Chief Fiscal Officer-Name)

- () IDNR Copy
- () Sponsor Copy

**PROVISIONS OF THE PROJECT AGREEMENT
OPEN SPACE LANDS ACQUISITION & DEVELOPMENT GRANT PROGRAM**

A. Definitions

1. The term "DNR" as used herein means the State of Illinois, Department of Natural Resources.
2. The term "project" as used herein means the approved project scope which is the subject of this Agreement.
3. The term "project site" as used herein means the land area encumbered by this Agreement and delineated (defined) on the project boundary map attached hereto.
4. The term "Project Sponsor" as used herein means the local political subdivision which is a party to this Agreement and to which OSLAD funds are being provided pursuant to this Agreement.
5. The term "OSLAD" as used herein means the State of Illinois, "Open Space Lands Acquisition and Development" grant program (17 IL Adm. Code 3025).

B. Project Execution and Permits

1. The Project Sponsor agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the project application. Failure to render satisfactory progress or complete the approved project to the satisfaction of the DNR per terms of this Agreement may be cause for termination under this Agreement.
2. Final development plans and specifications shall be available for review at DNR's request. The Project Sponsor shall be responsible for developing the project site in accordance with the site development plan approved by the DNR and attached hereto.
3. **ENVIRONMENTAL AND CULTURAL RESOURCE COMPLIANCE:** Work on the approved grant project shall not commence and no payment shall be made under this grant until the Grantee, as set forth under the Department's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by Section 9 of the Historic Preservation Act, 20 ILCS 3410/9.
4. In connection with planned development at the OSLAD-assisted site, and subsequent operation and maintenance of the facility, the Project Sponsor agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Non-compliance can jeopardize OSLAD grant reimbursement.**

C. Project Indemnification.

The Project Sponsor covenants and agrees that it shall indemnify, protect, defend and hold harmless the DNR from any and all liability, costs, damages, expenses, or claims thereof arising under, through or by virtue of the construction, operation and maintenance of the herein specified project facility. Neither the Project Sponsor nor its employees, agents or subcontractors shall be deemed to be an agent of the State of Illinois or the Department of Natural Resources.

D. Project Inspections.

It is agreed by the Project Sponsor that a DNR representative shall have access to the project site to make periodic inspections of the project site as construction progresses. It is further agreed and understood by the Project Sponsor that a final inspection and acceptance of the completed project must be made by a representative of the DNR prior to project acceptance and grant reimbursement to the Project Sponsor, and that the DNR shall have future access to the project site and all facilities thereon to ensure continuing program compliance.

E. Project Signage / Publicity.

The Project Sponsor agrees to permanently post a grant acknowledgment sign, provided by the DNR, at the project site entrance. In lieu of the DNR provided sign, the Project Sponsor may choose the option to erect a permanent grant acknowledgment sign at the project entrance to comply with Project Sponsor signing standards, provided said sign bears the DNR logo and the following wording:

*"OPEN SPACE LANDS ACQUISITION & DEVELOPMENT PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES*

F. Use of Project Site (Operation & Maintenance)

1. The Project Sponsor understands and agrees to operate and maintain the approved project site in a safe and attractive manner for the benefit of public outdoor recreation and shall not discriminate against person in its use on the basis of sex, race, color, religious belief, or national origin, nor on the basis of residence except to the extent that reasonable differences in admission or user fees may be imposed on the basis of residence as defined in the OSLAD Local Participation Manual or 17 IL Adm. Code 3025.
2. No significant deviations from the approved Agreement (development plan) or control of property interests in the project site shall be made without prior written approval from the DNR. Specific actions regarded as significant deviations, include but are not limited too:
 - a. The granting of an easement, right-of-way, or other such encumbrance on title which divests control of the project site from the Project Sponsor to another individual, group, agency, or entity.
 - b. Any significant deviation from the approved project site plan OR change, alteration or disposition of the project site to other than public outdoor recreation use unless approved in this Agreement or by the DNR. The construction of any building including indoor recreation facilities, exclusive of outdoor recreation service or support structures and sanitary facilities, are considered a conversion in use as defined herein.
 - c. The construction of any overhead service utility line on the project site subsequent to the date of this Agreement, excepting electric lines over 15 kv, unless otherwise approved by the DNR. (All future utility lines servicing the project site, except as noted, must be buried.)

Approval for a "conversion in use" of property acquired with OSLAD grant assistance will only be granted upon the Project Sponsor providing comparable replacement property of at least equal fair market value at the time of conversion and comparable outdoor recreation usefulness, quality and location. For projects receiving development grant assistance only, terms of this Agreement shall no longer apply after the following specified time period relating to the total amount of OSLAD grant funds expended on the approved project:

<u>TOTAL GRANT PAYMENT</u>	<u>TIME PERIOD AFTER FINAL PROJECT BILLING</u>
\$ 0 - \$50,000 for every \$25,000 increment over \$50,000	6 Years add 1 year

3. The Project Sponsor may enter into a contract or agreement with responsible concessionaires to operate and/or construct appropriate facilities for disbursing food to the public and/or any other services as may be desired by the public and the Project Sponsor to enhance outdoor recreation use of the project site. Any and all funds generated as a result of said contract or agreement shall be used for the operation and maintenance of, or improvement to, said project facilities or similar public outdoor recreation facilities owned by the Project Sponsor.

The lessee concessionaire, or licensee providing such service at the project site shall not discriminate against any person or persons on the basis of race, color, creed, national origin, disability or place of residence in the conduct of its operation under the lease, license or concession agreement.

4. It is hereby agreed and understood by the Project Sponsor that any deviation or conversion of the project site(s) from public outdoor recreation use without DNR approval shall be considered a breach of this Agreement resulting in the Project Sponsor being held liable for replacing said converted property with comparable land as deemed acceptable by the DNR.

G. Project Costs, Financial Records and Audit Requirements

1. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the OSLAD program as so specified in 17 IL Adm. Code 3025.
2. The Project Sponsor shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the DNR and the State of Illinois, Auditor General, for auditing at reasonable times. Failure by the Project Sponsor to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
3. Project Sponsors receiving a cumulative total of \$500,000 or more in state OSLAD assistance in a given year are required to have an agency-wide annual financial and compliance audit conducted as is generally required by 1) state law (65 ILCS 5/8-8-1 et seq. Or 55 ILCS 5/6-31001 et seq.) 2) by the Project Sponsor's own governing body, as applicable. A copy of the audit must be provided to DNR, upon request, OR if any findings (irregularities) involving the OSLAD grant are reported in the audit.

The audit must be conducted by an independent public accountant, certified and licensed by authority of the State of Illinois and conducted in accordance with generally accepted auditing standards adopted by the American Institute of Certified Public Accountants (AICPA, 1985). Procurement of the necessary audit(s) is the responsibility of the Project Sponsor and can follow established local procurement procedures, provided those procedures promote an open and competitive environment.

The Project Sponsor shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed by the Illinois DNR or its representative, the Project Sponsor shall be responsible for repayment of any grant funds allocated toward such costs.

H. Project Termination

1. The State may unilaterally rescind this Project Agreement or the Project Sponsor may rescind the Agreement at any time prior to the commencement of the herein referenced project by way of written notification to the other party. After project commencement, this Agreement may be modified, or amended only by mutual agreement among the parties. A project shall be deemed commenced when the Project Sponsor makes any expenditure or incurs any obligation, exclusive of architectural/engineering fees, with respect to the project.
2. Failure by the Project Sponsor to comply with any of the above cited Project Agreement terms shall be cause for the suspension of all grant assistance obligations thereunder, unless, in the judgement of the DNR, such failure was not due to the fault of the Project Sponsor.
3. After project commencement this Agreement may be terminated by DNR if Project Sponsor fails to fulfill the obligations of this Agreement; such failure is considered a breach of this Agreement. The parties agree that in the event of a breach of this Agreement by the Project Sponsor and notification from the DNR, the Project Sponsor shall have thirty (30) days to cure or correct the breach. If the breach is not cured or corrected, the DNR shall thereafter have full right and authority to take such action as it deems necessary to enforce the provisions of this Agreement, to prevent the continued breach or violation thereof by the Project Sponsor, or to seek other remedy that may be available by law. The DNR reserves the right to demand return of any state funds awarded under this Agreement or require the replacement of comparable land in the event of a "conversion in use" as described herein.

It is further agreed by the Project Sponsor, that in the event it is adjudicated by any court that its activities are deemed a breach or violation of this Agreement, as part of the relief awarded to the DNR, the Project Sponsor will reimburse the DNR for legal fees and all costs incurred by the DNR in the pursuit of its right under this provision. For purposes of this paragraph, "legal fees" shall be deemed to be the entire sum presented for payment by any attorney or law firm to the DNR relating to the claim of the DNR alleging the Project Sponsor's breach or violation. For purposes of this paragraph, "costs" shall be deemed to be all these expenses, including court costs, reasonably incurred by the DNR.

4. In the event of termination by the DNR, the Project Sponsor shall halt all work under this Agreement and cancel all outstanding obligations if so directed by DNR and the State shall pay for its share of eligible project costs incurred up to the date of termination.



CERTIFICATIONS

***For purposes of these certifications contractor
or grantee means Project Sponsor***

- I. The Contractor certifies that it is not barred from being awarded a contract or subcontract under Section 50 of the Illinois Procurement Code (30 ILCS 500/50).
- II. The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E3 or 33-E4 of the Criminal Code of 1961 (720 ILCS 5/33E-3, 720 ILCS 5/33E-4).
- III. The Contractor certifies that it is not in default on an educational loan as provided in Public Act 85-827 (5 ILCS 385/1) (a partnership shall be considered barred if any partner is in default on an educational loan).
- IV. The Contractor is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agents or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1).
- V. Under penalties of perjury, I certify that the name, taxpayer identification number, and legal status listed below are correct.

Name: City of Chicago

Taxpayer Identification Number:
 Social Security Account Number _____
 or
 Federal Employer Identification Number 36-6005820

(If you are an individual, enter your name and SSAN as it appears on your Social Security Card. If completing this certification for a sole proprietorship, enter the owner's name followed by the name of the business and the owner's SSN. For all other entities, enter the name of the entity as used to apply for the entity's FEIN and the FEIN.)

Legal Status (Check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input checked="" type="checkbox"/> Governmental Entity |
| <input type="checkbox"/> Owner of Sole Proprietorship | <input type="checkbox"/> Nonresident alien individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or legal trust |
| <input type="checkbox"/> Tax-exempt hospital or extended care facility | <input type="checkbox"/> Foreign corporation, partnership, estate, or trust |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Corporation NOT providing or
billing medical and/or health care service | |

- VI. This certification is required by the Drug Free Workplace Act (30 ILCS 580/1) for contracts and grants effective January 1, 1992. The Drug Free Workplace Act requires that no grantee or Contractor shall receive a grant or be considered for the purposes of being awarded a contract from the State for the procurement of any property or services unless that the grantee or Contractor will provide a drug free workplace and that individuals must not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract or grant. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

CONTRACTOR/GRANTEE: For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

INDIVIDUALS: If Contractor is an individual, or an individual doing business in the form of a sole proprietorship, the individual certifies that the individual will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. Contractor certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the contract. This requirement applies to contracts of more than \$5,000.

- VII. In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Department of Central Management Services does not unlawfully discriminate in employment, contracts, or any other activity.

Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal employment opportunity clause of the Department of Human Rights' rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned contractor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

- VIII. Contractor certifies he/she has informed the director of the agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive under Section 40 ILCS 5/14-108.3 or 40 ILCS 5/16-133.3 of the Illinois Pension Code. Contractor acknowledges and agrees that if such early retirement incentive was received, this contract is not valid unless the official executing the contract has made the appropriate filing with the Auditor General prior to execution.
- IX. **RETENTION OF RECORDS:** The Contractor or subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. The books and records shall be maintained by the Contractor for a period of 3 years from the later of the date of final payment under the contract or completion of the contract and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. However, the 3-year period shall be extended for the duration of any audit in progress at the time of that period's expiration. All books and records shall be available for review and audit by the Auditor General and the purchasing agency. The Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which required books and records are not available. (30 ILCS 500/20-65).
- X. **SEXUAL HARASSMENT:** Pursuant to 775 ILCS 5/2-105(A)(4), contractor shall have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.
- XI. For contracts exceeding \$10,000, the Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.
- XII. Contractor shall notify the Department's Ethics Officer if Contractor solicits or intends to solicit for employment any of the Department's employees during any part of the procurement process or during the term of the contract.
- XIII. **WAGES OF LABORERS, MECHANICS AND OTHER WORKMEN:** If applicable, the Contractor shall be required to observe and comply with provisions of the "Prevailing Wage Act," 820 ILCS 130/1 *et. seq.*, which applies to the wages of laborers, mechanics and other workers employed in any public works.
- XIV. The Contractor or bidder certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if he knows or should know that he, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with a State agency if he, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Contractor further acknowledges that the contracting State agency may declare the contract null and void if this certification is false or if the Contractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.
- XV. The Contractor certifies in accordance with Public Act 93-0307 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.
- XVI. The Contractor certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, 815 ILCS 5/1 *et seq.*, for a period of five years prior to the date of the bid or contract. The Contractor acknowledges that the contracting agency shall declare the contract void if this certification is false.
- XVII. The Contractor certifies this agreement is in compliance with the requirements of the Corporate Accountability for Tax Expenditure Act (PA 93-0552).
- XVIII. The Contractor certifies in accordance with 30 ILCS 500/50-12 that the bidder or contractor is not barred from being awarded a contract under this Section. The Contractor acknowledges that the contracting agency may declare the contract void if this certification is false.
- XIX. The Contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or part by the labor of any child under the age of 12.

The undersigned acknowledges and agrees that each of the certifications or amendments shall be incorporated into and made a part of the invitation for bids, request for proposals, agreement, contract, amendment, renewal or other similar document to which these certifications are attached.

CONTRACTOR:

BY: Peri J. Healey

TITLE: Commissioner

DHR Public Contract Number*: 102480-00

Form approved by DNR Legal Counsel August 2005
as revised by Comptroller Accounting Bulletin #128 in July 2005

(*) Department of Human Rights Public Contract Number. Each Contractor having 15 or more employees must have a current Public Contract number or have proof of having submitted a completed application for one. Application forms may be obtained by contacting the Department of Human Rights, Public Contracts Section, 100 W. Randolph, 10th Floor, Chicago, Illinois 60601 or calling 312/814-2432 (TDD 312/263-1579). In the space provided, show your Public Contract Number or, if not available, the date a completed application for the number was submitted to the Department of Human Rights. Contractors with less than 15 employees may indicate "not applicable".

EXHIBIT G
PROJECT BUDGET

See Attached

STATE OF ILLINOIS/DEPT. OF NATURAL RESOURCES
OSLAD/LWCF PROJECT APPLICATION

DOC-4/DEVELOPMENT DATA

1. Project Sponsor: Chicago Dept. Planning & Development
 2. Project Title: Beidler Campus Park
 3. Acquisition: _____ Development

Note: Acquisition Projects - complete items #4 and #6 below as they pertain to future development. Also, indicate anticipated schedule for proposed development.

4. DEVELOPMENT ITEM	5. QUANTITY	6. COST ESTIMATE	7. CONSTRUCTION METHOD
Site grading, drainage and Irrigation: new drainage and irrigation structures	Lump Sum	\$ 60,000.00	C
Topsoil and Lawn: new topsoil and sod	Lump Sum	\$ 180,000.00	C
Walkways, entries, seating and signage:	Lump Sum	\$ 60,000.00	C
Fencing:	Lump Sum	\$ 30,000.00	C
Play Ground: 2 play areas, rubber safety surface, apperatus structures	Lump Sum	\$ 250,000.00	C
Landscaping: Shade trees, ornamental trees, shrubs, and perennials	Lump Sum	\$ 60,000.00	C
Alley closure and improvements: bury overhead utilities, repair surface, asphalt paving, curbing	Lump Sum	\$ 260,000.00	C
Concrete resurfacing: concrete resurfacing, sidewalk repair	Lump Sum	\$ 80,000.00	C
Site Electrical: connection to existing service and site lighting, upgrade existing lights	Lump Sum	\$ 60,000.00	C
Drinking Fountain: water service, meter vault and fountain	Lump Sum	\$ 10,000.00	C
Subtotal Construction Costs		\$ 1,050,000.00	
CPA Report Costs		\$4,000.00	
A/E Design Fees:		\$ 157,500.00	C
(X) Potential Archaeological Survey		N/A	
TOTAL ESTIMATED COSTS		\$ 1,211,500.00	

C = Contract

8. ARCHITECTURAL/ENGINEERING FIRM (name & address):
 Chicago Park District
 541 N Fairbanks
 Chicago, IL 60601

EXHIBIT G

PROJECT BUDGET

<u>Uses Budget</u>	
Site work	\$ 1,218,016
Construction Costs	\$ 161,789
Environmental Costs	\$ 118,080
Utilities (ComEd transformer)	\$ 250,000
Design and Management Costs	<u>\$ 463,615</u>
	\$ 2,211,500