

**AGREEMENT BETWEEN
THE CITY OF CHICAGO
AND THE CHICAGO PARK DISTRICT
For
Park 569 (Dog Friendly Area)**

This Agreement is made this 1st day of July, 2015 (the “Closing Date”), under authority granted by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, by and between the City of Chicago (the “City”), an Illinois municipal corporation, by and through its Department of Planning and Development (“DPD”), which succeeded the City’s Department of Housing and Economic Development, and its Department of Fleet and Facility Management (“2FM”), which succeeded the City’s Department of General Services; and the Chicago Park District (the “Park District”), an Illinois municipal corporation. The Park District and the City are sometimes referred to herein as the “Parties.”

RECITALS

- A. The City is a home rule unit of 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.
- B. The Park District is a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois, and as such, has the authority to exercise control over and supervise the operation of parks within the corporate limits of the City.
- C. The Park District wishes to build, develop, and operate a new park, to be known as Park 569 (the “Project”) at 1358 W. Monroe Street in Chicago, Illinois, legally described in Exhibit A attached hereto (the “Property”).
- D. The City, by and through 2FM, currently owns the Property, which is an approximately 0.4-acre parcel of real property, and the City is authorized to convey title to or other interests in City-owned real estate to other municipalities in accordance with the provisions of the Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq.
- E. The City wishes to assist the Park District with the Project by (1) providing City Increment; (2) providing Open Space Assistance to the Park District, (3) enrolling the Property in the Illinois Environmental Protection Agency’s (“IEPA”) Site Remediation Program (“SRP”) and obtaining a Final Comprehensive No Further Remediation (“NFR”) Letter from the IEPA stating that the Property meets Tier I residential remediation objectives (Tiered Approach to Cleanup Objectives) as set forth in 35 Ill. Adm. Code Park 742 (the “TACO”) and, (4) conveying the Property to the Park District once the Project is completed and the NFR Letter is recorded against the Property at the Cook County Recorder’s Office.

F. All of the Property lies wholly within the boundaries of the Central West Redevelopment Project Area (as hereinafter defined).

G. Pursuant to an ordinance adopted by the City Council of the City (the "City Council") on February 16, 2000 and published at pages 25277 through 25409 of the Journal of the Proceedings of the City Council (the "Journal") of such date, a certain redevelopment plan and project (the "Central West Redevelopment Plan") for the Central West Tax Increment Redevelopment Project Area (the "Central West Redevelopment Project Area") was approved pursuant to the Illinois Tax Increment Allocation Redevelopment Act, as amended (65 ILCS 5/11-74.4-1, et seq.) (the "Act") (the "Approval Ordinance").

H. Pursuant to an ordinance adopted by the City Council on February 16, 2000, and published at pages 25410 through 25420 of the Journal of such date, the Central West Redevelopment Project Area was designated as a redevelopment project area pursuant to the Act (the "Designation Ordinance").

I. Pursuant to an ordinance adopted by the City Council on February 16, 2000, and published at pages 25421 through 25432 of the Journal of such date, tax increment allocation financing was adopted pursuant to the Act as a means of financing certain redevelopment project costs (as defined in the Act) incurred pursuant to the Central West Redevelopment Plan (the "Adoption Ordinance").

J. Pursuant to an ordinance adopted by the City Council on March 12, 2008, and published at pages 81982 through 81991 of the Journal of such date, the Central West Redevelopment Project Area was expanded and the Central West Redevelopment Plan was amended to, among other things, adopt tax increment allocation financing for certain additional parcels (the "Amending Ordinance") (the Approval Ordinance, the Designation Ordinance, the Adoption Ordinance and the Amending Ordinance, collectively, the "TIF Ordinances").

K. Under 65 ILCS 5/11-74.4-3(q)(7) of the Act, such incremental ad valorem taxes which pursuant to the Act have been collected and are allocated to pay redevelopment project costs and obligations incurred in the payment thereof ("Increment") may be used to pay all or a portion of a taxing district's capital costs resulting from a redevelopment project necessarily incurred or to be incurred in furtherance of the objectives of the redevelopment plan and project, to the extent the municipality by written agreement accepts and approves such costs (Increment collected from the Central West Redevelopment Project Area shall be known as the "City Increment").

L. The City wishes to make available to the Park District a portion of the City Increment in an amount not to exceed \$465,000 (the "City Increment Assistance") for the purpose of funding the Project costs (the "TIF-Funded Improvements") to the extent and in the manner provided in this Agreement.

M. The TIF Ordinances contemplate that tax increment financing assistance would be provided for public improvements, such as the Project, within the boundaries of the Central West Redevelopment Project Area.

N. The Park District is a taxing district under the Act.

O. In accordance with the Act, the TIF-Funded Improvements shall include such of the Park District's capital costs necessarily incurred or to be incurred in furtherance of the objectives of the TIF Ordinances, and the City has found that the TIF-Funded Improvements consist of the cost of the Park District's capital improvements that are necessary and directly result from the redevelopment project constituting the Project and, therefore, constitute "taxing districts' capital costs" as defined in Section 5/11-74.4-3(u) of the Act.

P. The Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago, authorizes collection of fees as a condition of issuance of a building permit for proposed new dwelling units to ensure that adequate open space and recreational facilities are available to serve residents of new developments in the City (the "Open Space Fees").

Q. The City's Department of Revenue has collected Open Space Fees derived from new dwelling units built in the Near West Side Community Area and contiguous communities (the "Fee-Paying Developments") and has deposited such Open Space Proceeds in Fund No. 28 131 54 5028 2604.

R. DPD wishes to use proceeds from the Open Space Fees in an amount not to exceed \$445,081.52 (the "Open Space Assistance"), for the purpose of partially funding the construction of park improvements on the Property, to create a park which will provide open space and recreational facilities for the benefit of the residents of the Near West Side Community Area.

S. The City and the Park District wish to enter into this Agreement whereby the Park District shall undertake the Project and the City shall (1) take the lead in obtaining an NFR letter from the IEPA (as such terms are defined herein); (2) convey the Property to the Park District once the Park District has completed the Project; (3) reimburse the Park District for the TIF-Funded Improvements made pursuant to the Project with City Increment Assistance in an amount not to exceed \$465,000; and (4) grant Open Space Assistance in an amount not to exceed \$445,081.52 (the City Increment Assistance and the Open Space Assistance, collectively, the "Project Assistance").

T. By ordinance adopted on December 14, 2011, the Board of Commissioners of the Park District authorized the acceptance of the Property from the City and the execution of this Agreement.

U. On January 18, 2012, the City Council adopted an ordinance published in the Journal for said date at pages 18500 to 18536 (the "Authorizing Ordinance"), authorizing 2FM

and DPD to (i) approve the conveyance of Property from the City to the Park District; (ii) approve the use of the City Increment Assistance for the purposes set forth herein; (iii) approve the use of not to exceed \$250,000 in Open Space Assistance for the purposes set forth herein; (iv) make a finding that the expenditure of the Open Space Fees as described herein will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and (v) to enter into this Agreement.

V. On January 15, 2014, the City Council adopted an ordinance published in the Journal for said date at pages 73061 to 73064, authorizing an increased allotment of not to exceed \$195,081.52 in Open Space Fees for the Project due to increased costs since the 2010 estimate, and made a finding that the additional Open Space Fees will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected. The total amount of Open Space Fees is an amount not to exceed \$445,081.52, which amount equals the Open Space Assistance amount.

W. The parties acknowledge that, notwithstanding any text or implication herein to the contrary, as of the Closing Date, the following has occurred:

- the Property has been remediated; and
- the Final NFR Letter (as defined herein) was obtained and has been recorded against the Property; and
- the City granted a right of entry to the Park District for the construction and development of the Project; and
- the Park District completed the construction and development of the Project.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the above recitals which are made a contractual part of this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. THE PROJECT.

1.1 At the conclusion of the construction and development of the Project, the Park District will purchase the Property from the City. The purchase will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto, including but not limited to 70 ILCS 1505/0.01 et seq. Upon the City's request, the Park District shall provide evidence satisfactory to the City of such compliance.

1.2 No later than 24 months after the Closing Date, or later as the Commissioner of DPD (the "Commissioner") may agree in writing, the Park District shall let one or more contracts for the construction and/or development of the Project in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.3 The Project shall at a minimum meet the requirements set forth in the Project Description in Exhibit B attached hereto and hereby made a part hereof, and comply with plans and specifications to be provided to and approved by DPD prior to the commencement of the Project (“Plans and Specifications”) in order for the Park District to qualify for the disbursement of City Increment Assistance. No material deviation from the Plans and Specifications may be made without the prior written approval of the City. The Park District shall comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

1.4 The Park District shall also provide the City with copies, if any shall apply, of all governmental licenses and permits required to construct the Project and to use, occupy and operate the Property as a public park from all appropriate governmental authorities,

1.5 The Park District shall include a certification of compliance with the requirements of Sections 1.2, 1.3, and 1.4 hereof with each request for City Increment Assistance hereunder and at the time the Project is completed. The City shall be entitled to rely on this certification without further inquiry. Upon the City’s request, the Park District shall provide evidence satisfactory to the City of such compliance.

1.6 Open Space Development Committee Application. The Park District agrees to construct the Project on the Property in accordance with the application approved by the Open Space Development Committee (the “OSDC”) and prepared by the Park District, dated May 9, 2011 (the “Application”), which was approved on May 9, 2011 by the City and the OSDC. No material deviation from the Application may be made without the prior written approval of the City which will not be unreasonably withheld.

SECTION 2. FUNDING.

2.1. The City shall, subject to the Park District's satisfaction of the conditions precedent for disbursement described in this Section 2 and such other conditions contained in this Agreement, disburse the Project Assistance to the Park District.

2.2. The Park District may request that a certificate(s) of expenditure in the form of Exhibit C attached hereto and hereby made a part hereof (“Certificates of Expenditure”) be processed and executed periodically. The City shall not execute Certificates of Expenditure in the aggregate in excess of the actual costs of the Project that are either TIF-Funded or Open Space Impact Fee-Funded improvements. Prior to each execution of a Certificate of Expenditure by the City, the Park District shall submit documentation regarding the applicable expenditures to DPD. Delivery by the Park District to DPD of any request for execution by the City of a Certificate of Expenditure hereunder shall, in addition to the items therein expressly set forth, constitute a certification to the City, as of the date of such request for execution of a Certificate of Expenditure, that:

- (a) the total amount of the request for the Certificate of Expenditure represents the actual amount payable to (or paid to) the general contractor, subcontractors, and other parties who have performed work on or otherwise provided goods or services in connection with the Project, and/or their payees;
- (b) all amounts shown as previous payments on the current request for a Certificate of Expenditure have been paid to the parties entitled to such payment;
- (c) the Park District has approved all work and materials for the current request for a Certificate of Expenditure, and such work and materials conform to the Plans and Specifications previously approved by DPD; and
- (d) the Park District is in compliance with all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes and executive orders, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

2.3. The City shall have the right, in its discretion, to require the Park District to submit further documentation as the City may require in order to verify that the matters certified in Section 2.2 are true and correct, and any execution of a Certificate of Expenditure by the City shall be subject to the City's review and approval of such documentation and its satisfaction that such certifications are true and correct; provided, however, that nothing in this sentence shall be deemed to prevent the City from relying on such certifications by the Park District.

2.4. The current estimate of the cost of the Project is \$910,081.52. The Park District has delivered to the Commissioner a project budget for the Project attached as Exhibit D, attached hereto and hereby made a part hereof. The Park District certifies that it has identified sources of funds (including the Project Assistance) sufficient to complete the Project. The Park District agrees that the City will only contribute the Project Assistance (i.e., not to exceed \$910,081.52) to the Project and that all costs of completing the Project, including, but not limited to, costs relating to the soil and environmental condition of the Property, over the Project Assistance amount shall be the sole responsibility of the Park District. If the Park District at any point does not have sufficient funds to complete the Project, the Park District shall so notify the City in writing, and the Park District may narrow the scope of the Project (the "Revised Project") as agreed with the City in order to complete the Revised Project with the available funds.

2.5. Exhibit D contains a preliminary list of capital improvements and other costs, if any, recognized by the City as being eligible redevelopment project costs under the Act with respect to the Project, to be paid for out of the Project Assistance. To the extent the TIF-Funded Improvements are included as taxing district capital costs under the Act, the Park District acknowledges that the TIF-Funded Improvements are costs for capital improvements and the City acknowledges it has determined that these TIF-Funded Improvements are necessary and directly result from the Plan. Prior to the expenditure of Project Assistance on the Project, the

Commissioner, based upon the project budget, may make such modifications to Exhibit D as he or she wishes in his or her discretion to account for all of the Project Assistance to be expended under this Agreement; provided, however, that all TIF-Funded Improvements shall (i) qualify as redevelopment project costs under the Act, (ii) qualify as eligible costs under the Plan; and (iii) be improvements that the Commissioner has agreed to pay for out of Project Assistance, subject to the terms of this Agreement.

2.6. The Park District hereby acknowledges and agrees that the City's obligations hereunder with respect to the Project Assistance are subject in every respect to the availability of funds as described in and limited by this Section 2.6 and Section 2.1. If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for disbursements of the Project Assistance, then the City will notify the Park District in writing of that occurrence, and the City may terminate this Agreement on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for disbursement under this Agreement are exhausted.

2.7. If the aggregate cost of the Project is less than the amount of the Project Assistance contemplated by this Agreement, the Park District shall have no claim to the difference between the amount of the Project Assistance contemplated by this Agreement and the amount of the Project Assistance actually paid by the City to the Park District and expended by the Park District on the Project.

SECTION 3. TERM, CONVEYANCE AND RIGHTS OF ENTRY.

3.1 The term of this Agreement shall commence on the Closing Date and shall expire on the date on which the Central West Redevelopment Project Area is no longer in effect, or on the date of termination of this Agreement according to its terms, whichever occurs first.

3.2 The Park District shall complete the construction and development of the Project within three (3) years following the Closing Date. Upon the completion of the construction and development of the Project and the issuance of a NFR relating to the Property from the IEPA obtained by the City and recorded to the Property deed, the City shall convey the Property to the Park District by quitclaim deed for the sum of One Dollar (\$1.00). The City shall prepare all necessary transfer documents and cause the conveyance of the parcels agreed to be transferred to the Park District. The Property closing shall take place on such date and at such place as the parties may mutually agree to in writing, but in no event earlier than the Closing Date.

3.3 Without limiting the generality of the quitclaim nature of the City's deed, all such conveyances and title shall, in addition to the provisions of this Agreement, be subject to:

1. The Redevelopment Project and Plan for the Central West Redevelopment Project Area;
2. The standard exceptions in an ALTA title insurance policy;
3. General real estate taxes;

4. Special assessments or other taxes, if any;
5. All Easements, encroachments, covenants and restrictions of record and not shown of record;
6. Any liens thereon;
7. Such other title defects as may exist; and
8. Any and all exceptions caused by the acts of the Park District or its agents.

3.4 Subject to the terms and conditions set forth herein, the City hereby grants to the Park District a right of entry to the Property for the sole purpose of allowing the Park District to commence, manage, perform, and, after completion, but before conveyance of the Property from the City to the Park District, maintain the Project pursuant to this Agreement. The right of entry granted hereunder extends to, and the Park District shall be responsible for, its agents, employees, contractors, subcontractors and consultants. This right of entry is non-assignable. The Park District agrees to notify the City at least five (5) days prior to commencing the Project. The Park District further agrees to notify the City promptly upon completing the Project. As set forth in more detail in Section 5 hereof, the Park District shall require each of its contractors to provide the City evidence of the types and amounts of insurance as shall be determined by the City herein and to indemnify the City against all liabilities resulting from the commencement, management, performance, and, after completion, but before conveyance of the Property from the City to the Park District, maintenance of the Project.

3.5 The City shall use reasonable efforts to obtain the waiver or release of any delinquent real estate taxes or tax liens on the Property prior to the conveyance of the Property to the Park District, to the extent such taxes or tax liens can be waived or released through submission of an abatement letter to the Cook County Treasurer, a motion to vacate a tax sale or a petition for exemption, but shall have no further duties with respect to any such taxes. Furthermore, the Park District shall be responsible for all taxes accruing on the Property after the conveyance of the Property.

SECTION 4. ENVIRONMENTAL MATTERS.

4.1. To date, the City has provided oversight of the removal of certain contaminated material from the Property. The City designated an authorized representative to act in the City's behalf and in collaboration with the Park District with respect to the Project in order to complete the work necessary to obtain and record an NFR Letter in accordance with the Remedial Objectives Report/Remedial Action Plan prepared for the Property (the "ROR/RAP"). The Park District acknowledges and agrees that the City is responsible for providing all necessary reporting and remedial oversight as necessary to obtain an NFR Letter for the Property in accordance with the ROR/RAP, including, without limitation, responding to comments from the IEPA, reviewing and approving analytical data for imported clean fill (topsoil) to be brought to the Property, overseeing the import of clean fill and submitting a Remedial Action Completion Report. The Park District further acknowledges and agrees that the City shall have no obligation to undertake investigative or remedial activities arising out of modifications to the scope of work set forth in the ROR/RAP. In the event the IEPA requests additional work for the

NFR Letter, the parties shall work cooperatively to identify funding sources for such costs. If the Final NFR Letter is voided as a result of the acts or omissions of the Park District, the City shall have no obligation to obtain a new NFR Letter or amend the existing NFR Letter covering the Property.

4.2 Each party shall deliver to the other copies of any written communications received from or submitted to the IEPA or other regulatory agencies in connection with the Property and the Project.

4.3 The Park District agrees to carefully inspect the Property prior to commencement of any remediation or development on the Property to ensure that such activity shall not damage surrounding property, structures, utility lines or any subsurface lines or cables. The Park District shall be solely responsible for the safety and protection of the public. The City reserves the right to inspect the work being done on the Property. The Park District agrees to keep the Park free from all liens and encumbrances arising out of any work performed, materials supplied or obligations incurred by or for the Park District.

4.4 The Park District or its contractor must obtain all necessary permits and applicable insurance as described in Section 5 hereof.

SECTION 5. INSURANCE.

5.1. The Park District must provide and maintain, at the Park District's own expense, or cause to be provided and maintained during the term of this Agreement, the insurance coverage and requirements specified below, insuring all operations related to the Agreement:

A. **INSURANCE PROVIDED BY THE PARK DISTRICT** in connection with the execution and delivery of this Agreement.

(i) Workers Compensation and Employers Liability Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Agreement and Employers Liability coverage with limits of not less than \$100,000 each accident, illness or disease.

(ii) Commercial General Liability (Primary and Umbrella) Commercial General Liability Insurance or equivalent with limits of not less than \$1,500,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

(iii) Automobile Liability (Primary and Umbrella) When any motor vehicles (owned, non-owned and hired) are used in connection with this Agreement, the 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.

(iv) Self Insurance To the extent permitted by law, the Park District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the Park District does self insure for the above insurance requirements, the Park District 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. INSURANCE PROVISIONS OF THE CONTRACTOR

Each contractor or subcontractor to the Park District in connection with this Project (each, the "Contractor") must provide and maintain, at Contractor's own expense, until Project completion and during the time period following final completion if Contractor is required to return and perform any additional work, the minimum insurance coverage and requirements specified below, insuring all operations related to its work in connection with the Project:

(i) Workers Compensation and Employers Liability

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

(ii) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverage must include the following: All premises and operations, products/completed operations, (for minimum of two (2) years following project completion), explosion, collapse, underground, separation of insureds, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent). The Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis for any liability arising directly or indirectly from the Agreement.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

(iii) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance, with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage.

The Park District and the City of Chicago are to be named as additional insureds on a primary, non-contributory basis.

Subcontractors performing work for Contractor must maintain limits of not less than \$1,000,000 per occurrence with the same terms herein.

(iv) Contractors Pollution Liability

[intentionally omitted]

(v) Professional Liability

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

(vi) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor 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. The Park District and the City of Chicago are to be named as additional insureds and loss payees (subject to the rights of any permitted mortgagee).

The Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools, and supplies) owned, rented, or used by Contractor.

(vii) Valuable Papers

[intentionally omitted]

5.2. On or before the Closing Date, the Park District must furnish the City evidence of its self-insurance at the address stated in Section 8.13.

On or before the Park District commences construction of the Project, and throughout the construction period of the Project and such post-construction periods as the City may require, the Park District shall provide or cause to be provided, to DPD and 2FM, both of the following, and shall not allow any Contractor to commence work on any portion of the Project before both DPD and 2FM expressly approve such Contractor's proffered insurance information:

- (i) a copy of the Contractor's insurer's endorsement demonstrating the naming of the City and the Park District as additional named insureds for the coverages set forth above, and
- (ii) Certificates of Insurance, or such similar evidence, on the ACORD form.

Park District shall provide or cause to be provided timely renewal certificates of insurance, or such similar evidence, to DPD and 2FM, if the coverage has 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 requirements of Agreement. The failure of the City to obtain certificates or other insurance evidence from the Park District is not a waiver by the City of any requirements for the Park District to obtain and maintain the specified coverage.

5.3 The Park District shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve the Park District 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 and suspend this Agreement until proper evidence of insurance is provided, or this Agreement may be terminated.

5.4 The Park District 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.

5.5 Any deductibles or self insured retentions on referenced insurance must be borne by the Park District and other contractors, as applicable.

5.6 The Park District hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

5.7 The insurance and limits furnished by the Park District in no way limit the Park District's or any other Contractors' liabilities and responsibilities specified within the Agreement or by law.

5.8 Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by the Park District under the Agreement.

5.9 The required insurance to be carried shall not be 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.

5.10 The Park District must require all Contractors and Subcontractors to provide the insurance required herein and any other insurance customarily required by the Park District or

the Park District may provide the coverages for Contractors and Subcontractors. All Contractors and Subcontractors are subject to the same insurance requirements of Park District unless otherwise specified in this Agreement.

5.11 Notwithstanding any provision in the Agreement to the contrary, the City's Risk Management Department maintains the rights to modify, delete, alter or change requirements.

SECTION 6. INDEMNITY / NO PERSONAL LIABILITY.

6.1. n/a

6.2. No elected or appointed official or member or employee or agent of the City or the Park District shall be individually or personally liable in connection with this Agreement.

SECTION 7. DEFAULT.

7.1. If the Park District, without the City's written consent fails to complete the Project within 36 months after the date of execution of this Agreement, then the City may terminate this Agreement by providing written notice to the Park District.

7.2. In the event the Park District fails to perform, keep or observe any of its covenants, conditions, promises, agreements or obligations under this Agreement not identified in Section 7.1 and such default is not cured as described in Section 7.3 hereof, the City may terminate this Agreement.

7.3. Prior to termination, the City shall give its 30-day prior notice of intent to terminate at the address specified in Section 8.13 hereof, and shall state the nature of the default. In the event Park District does not cure such default within the 30-day notice period, such termination shall become effective at the end of such period; provided, however, with respect to those defaults which are not capable of being cured within such 30-day period, the Park District shall not be deemed to have committed such default and no termination shall occur if the Park District has commenced to cure the alleged default within such 30-day period and thereafter diligently and continuously prosecutes the cure of such default until the same has been cured.

7.4. The City may, in any court of competent jurisdiction, by any proceeding at law or in equity, secure the specific performance of the agreements contained herein, or may be awarded damages for failure of performance, or both.

SECTION 8. GENERAL PROVISIONS.

8.1. Authority. Execution of this Agreement by the City is authorized by the Authorizing Ordinance. Execution of this Agreement by the Park District is authorized by the Park District Ordinance. The Parties represent and warrant to each other that they have the authority to enter into this Agreement and perform their obligations hereunder.

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

8.3. Compliance with Laws. The Parties agree to comply with all federal, state and local laws, status, ordinances, rules, regulations, codes and executive orders relating to this Agreement.

8.4. Consents. Whenever the consent or approval of one or both Parties to this Agreement is required hereunder, such consent or approval will not be unreasonably withheld.

8.5. Construction of Words. As used in this Agreement, the singular of any word shall include the plural, and vice versa. Masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires.

8.6. Counterparts. This Agreement may be executed in several counterparts and by a different Party in separate counterparts, with the same effect as if all Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together and shall constitute one and the same instrument.

8.7. Further Assurance. The Parties shall perform such acts, execute and deliver such instruments and documents, and do all such other things as may be reasonably necessary to accomplish the transactions contemplated in this Agreement.

8.8. Governing Law and Venue. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County, the State of Illinois.

8.9. Integration. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to such subject matter hereof.

8.10. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties, and their respective successors and permitted assigns (as provided herein) and shall inure to the benefit of the Parties, and their respective successors and permitted assigns (as provided herein). This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.

8.11. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.

8.12. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.

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

To the City: City of Chicago
Department of Planning and Development
Attention: Commissioner
City Hall, Room 1000
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5777
(312) 744-6552 (Fax)

With copies to: City of Chicago
Department of Law
Attention: Finance and Economic Development Division
City Hall, Room 600
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-0200
(312) 744-8538 (Fax)

To the Park District: Chicago Park District
Attention: General Superintendent
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4200
(312) 742-5276 (Fax)

With a copy to: Chicago Park District
General Counsel
541 North Fairbanks, Room 300
Chicago, Illinois 60611

(312) 742-4602
(312) 742-5316 (Fax)

Such addresses may be changed by notice to the other Party given in the same manner provided above. Any notice, demand or request sent pursuant to either clause (a) or (b) above shall be deemed received upon such personal service or dispatch. Any notice, demand or request sent pursuant to clause (c) above shall be deemed received on the day immediately following deposit with the overnight courier and any notices, demands or requests sent pursuant to clause (d) above shall be deemed received two business days following deposit in the mail.

8.14. Remedies Cumulative. The remedies of a Party hereunder are cumulative and the exercise of any one or more of the remedies provided for herein shall not be construed as a waiver of any other remedies of such Party unless specifically so provided herein.

8.15. 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 City: Nelson Chueng
City of Chicago
Department of Planning and Development
City Hall, Room 1101
121 N. LaSalle Street
Chicago, Illinois 60602
(312) 744-5756
(312) 744-7996 (Fax)

For the Park District: Rob Rejman
Chicago Park District
Director of Planning, Construction and Facilities
541 North Fairbanks
Chicago, Illinois 60611
(312) 742-4682
(312) 742-5347 (Fax)

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.

8.16. Severability. If any provision of this Agreement, or the application thereof, to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect only if, after excluding the portion deemed to be unenforceable, the remaining terms shall provide for the consummation of the transactions contemplated hereby in substantially the same manner as originally set forth

herein.

8.17. Survival of Agreements. Except as otherwise contemplated by this Agreement, all covenants and agreements of the Parties contained in this Agreement will survive the consummation of the transactions contemplated hereby.

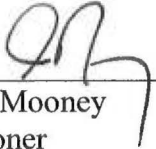
8.18. Titles and Headings. Titles and headings to paragraphs contained in this Agreement are for convenience only and are not intended to limit, vary, define or expand the content of this Agreement.

8.19. Time. Time is of the essence in the performance of this Agreement.

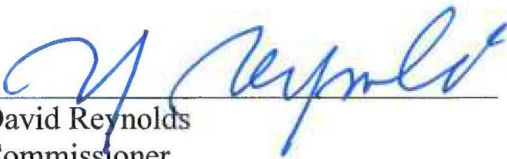
*[The remainder of this page is intentionally blank.
Signatures appear on the following page.]*

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Departments of Planning and Development and of Fleet and Facility Management

By: 

Andrew J. Mooney
Commissioner
Department of Planning and Development

By: 

David Reynolds
Commissioner
Department of Fleet and Facility Management

CHICAGO PARK DISTRICT, a body politic and corporate

By: _____
Michael P. Kelly
General Superintendent and CEO

Attest:

By: _____
Kantrice Ogletree
Secretary

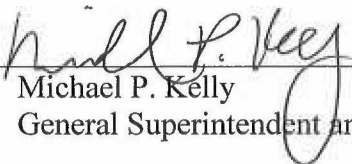
IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed and delivered as of the date first above written.

CITY OF CHICAGO, a municipal corporation, by and through its Departments of Planning and Development and of Fleet and Facility Management

By: _____
Andrew J. Mooney
Commissioner
Department of Planning and Development

By: _____
David Reynolds
Commissioner
Department of Fleet and Facility Management

CHICAGO PARK DISTRICT, a body politic and corporate

By:  _____
Michael P. Kelly
General Superintendent and CEO

Attest:


By:  _____
Kantrice Ogletree
Secretary

Exhibit A
Legal Description and Aerial Photograph

(Subject to Final Title Commitment and Survey)

Legal Description:

THE WEST 90 FEET OF THE SOUTH 192 FEET OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 17, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

ALSO DESCRIBED AS THE WEST 90 FEET OF LOT 6 IN COUNTY CLERK'S DIVISION OF BLOCK 4 IN CANAL TRUSTEES' SUBDIVISION AFORESAID.

Address: 1358 West Monroe Street, Chicago, Illinois 60607

P.I.N.: 17-17-104-002

Exhibit A: Aerial Photograph

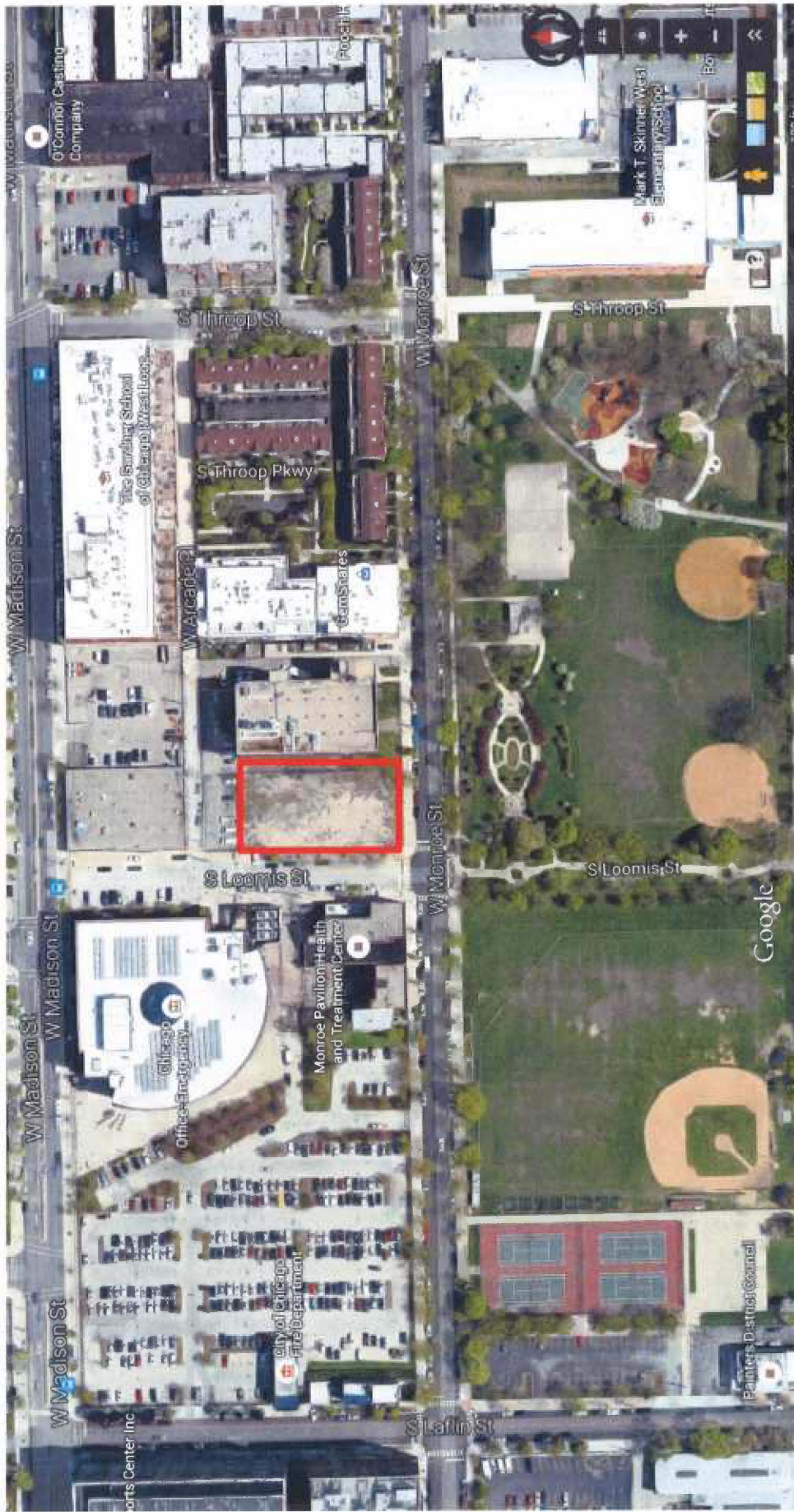


Exhibit B
Project Description

Project includes the environmental remediation of the Property and, on the Property, the design and construction of an approximately 17,000 square foot Dog Friendly Area, which will provide such amenities as lighting, water, safety gates, landscaping, custom surfacing and seating.



LANDSCAPE PLAN

SCALE: 1"=20' 0 10' 20' 40'



NORTH



Skinner Park D.F.A.
September 9, 2010

PARK NO./PROJECT NO.

211 2010

L-1

DRAWING NUMBER

effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

All capitalized terms which are not defined herein have the meanings given such terms in the Agreement.

Chicago Park District

By: _____
Name
Title: _____

Subscribed and sworn before me this ___ day of _____, _____.

My commission expires: _____

Agreed and accepted:

Name
Title: _____
City of Chicago
Department of Planning and Development

Exhibit D
Project Budget

Park 569 -- Development Uses Budget:

Item	Total
Paving (asphalt & concrete)	\$75,000
Drinking Fountain w/RPZ	\$20,000
Drainage & Sewer	\$25,000
Site Topography	\$45,000
Fencing (chain link & ornamental)	\$25,000
Seating (benches, picnic tables)	\$15,000
Surfacing (art turf & pea gravel)	\$50,000
Landscaping (trees, shrubs)	\$20,000
Lighting	\$25,000
Site Amenities (water feature, shade pavilion)	\$175,000
Environmental Remediation (tank removal, etc.)	\$240,000
Increased costs since 2010 estimate, including environmental testing fees, remediation, disposal, re-grading of the site	\$195,081.52
Total	\$910,081.52

The Commissioner may approve changes to the preliminary budget, but may not increase the amount of Project Assistance.

Exhibit E
Scope of Work for Environmental Remediation

The following is a list of associated agencies / consultants and the work they will assume relating to the environmental remediation. This scope of work will include, but may not be limited to:

Chicago Department of Fleet and Facility Management (2FM)

Design/Environmental Review

- Secure an Environmental Consultant to prepare all IEPA SRP reporting and evaluation. Environmental Consultant must also coordinate directly with Chicago Park District to prepare all environmental specifications, monitor remediation activities, and ensure construction activities are in full compliance with the 2FM prepared ROR/RAP.
- Project Management associated with IEPA Site Remediation Program including tracking review process and providing status updates to all relevant project parties. 2FM to be the primary point of contact with the IEPA. 2FM to coordinate with CPD to ensure IEPA SRP schedule fits within overall project schedule.
- Contract with Environmental Consultant to conduct tasks necessary under IEPA SRP including, but not limited to, site environmental testing and SRP reporting, including Comprehensive Site Investigation Report (CSIR), Remedial Objectives Report/Remedial Action Plan (ROR/RAP) and Remedial Action Completion Report (RACR). The 2FM will manage all aspects of environmental consultant and will be the main point of contact between the environmental consultant and CPD.
- Review all reports required under the IEPA SRP and provide all reports to CPD for review and comment prior to submittal to the IEPA. Provide environmental information to CPD as necessary to coordinate site design.
- Review all contract environmental remediation plans and specifications as prepared by the 2FM Environmental Consultant in direct coordination with the CPD Landscape Architect (prior to issuing contract specification).

Remedial Action Plan Administration

- Final review of analytical data and landfill waste acceptance documentation, prior to any offsite disposal, after 2FM Environmental Consultant preparation and evaluation.
- Review of analytical data documenting that fill material to be brought onsite meets TACO Tier 1 objectives for residential properties. 2FM Environmental Consultant will collect and compile the data and complete an initial evaluation. Note: the 2FM Environmental Consultant is responsible for review of materials in accordance with the developed environmental project specifications. This must be completed before any material is brought the site.
- Issue written approval of material that meets TACO Tier 1 objectives for residential properties. This must be completed before any material is brought the site. 2FM Environmental Consultant will collect and compile the data and complete an initial

evaluation. Note: 2FM approval of fill does not include approval with CPD Landscape Architect/Engineer's project design specifications.

- Ensure material proposed for use at the site meets all IEPA SRP requirements. 2FM Environmental Consultant will evaluate proposed offsite material sources, sampling methodology and analytical results for suitability of any material with regards to the SRP. Note: the CPD Contractor is to collect samples, the 2FM Environmental Consultant is to review results.
- Coordination with IEPA to obtain final NFR letter
- Payment of all fees associated with IEPA review and NFR letter

2FM Environmental Consultant

Design/Environmental Review

- Establish detailed understanding of current environmental site conditions
- Preparation of Comprehensive Site Investigation Report (CSIR)
- Coordination with CPD and CPD Landscape Architect to ensure site plan coordinates with environmental remediation objectives and final remedial action plan.
- Work with the CPD to provide cost effective options (and estimates if warranted) for the installation of engineered barriers required for IEPA NFR letter
- Preparation of Remedial Objectives Report/Remedial Action Plan based on site plan developed by CPD and CPD Landscape Architect
- Soil sampling (as required by ROR/RAP) and transmittal of all required documentation to 2FM and CPD
- Generation of remediation plans and environmental specifications based on ROR/RAP developed in coordination with CPD Landscape Architect/Engineer
- Review environmental reports prepared on behalf of 2FM and CPD
- Provide review and comment (on behalf of the 2FM) of all correspondence generated by the IEPA

Construction

- Provide environmental oversight throughout environmental remediation activities including but not limited to: attending site meetings, weekly spot checks during excavation of contaminated soil and backfilling of materials, preparation of daily site logs, & confirmation of import fill source.
- Field inspection of remedial activities to ensure activities are in accordance with IEPA documentation
- Verify future contractors documentation regarding remediation and engineered barrier installation
- Provide written summary of field activities, summary of any survey or other field measurements and photo documentation of all remediation and installation of engineered barriers
- Sign waste manifests

- Evaluate and approve all quantities related to environmental work, review and advise CPD on environmental costs
- Compile all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, fields logs and photographs, and survey information from Contractor for inclusion in the RACR
- Attend project meetings as directed by the 2FM
- Prepare work products as requested by the 2FM
- Final inspection of remedial action and preparation of environmental punch list.
- Final sign-off upon completion of environmental punch list
- Preparation of Remedial Action Completion Report (RACR)
- Respond to IEPA comments as appropriate

Chicago Park District (CPD)

Design/Environmental Review

- Secure Landscape Architect Consultant or Engineer Consultant to design and engineer site. Consultant must work directly with 2FM Environmental Consultant and coordinate design of site with environmental remediation objectives based on the IEPA approved ROR/RAP.
- Review of all draft IEPA SRP reports, remediation design submittals, site plan and specifications

Construction

- Ensure that future contractors provide all necessary documentation required for 2FM Environmental Consultant's preparation of the IEPA RACR.
- Prepare construction specifications that clearly identify the future contractors obligation to ensure that construction complies with the ROR/RAP and that its performance of such activities are a measure for payment
- Ensure that future contractor is available to remedy any construction issues, based on IEPA regulatory review of SRP reporting, until the issuance of the final No Further Remediation letter by the IEPA
- Final payment and signoff of project work after receipt of final NFR from IEPA
- Responsible for maintenance of engineered barriers and requirements of final NFR letter including all future requests from IEPA regarding inspections of engineered barriers and any requested documentation. 2FM to assist as necessary in providing necessary documentation to IEPA.
- Payment of permit fees, if necessary

CPD Landscape Architect/Engineer

Design/Environmental Review

- Coordinate directly with 2FM Environmental Consultant throughout design process to ensure site design meets environmental remediation objectives.

- Refinement of the concept plan and remediation designs
- Prepare Topographical & Boundary Survey and provide to CPD
- Preparation of construction specifications (2FM to develop specifications directly related to environmental remediation)
- Coordination with 2FM Environmental Consultant to generate environmental remediation specifications and drawings to include in contract documents
- Compliance with Chicago Park District standards, City of Chicago Building Code, Illinois Administrative Code and all other applicable codes

Construction

- Review and written approval of all materials brought onsite in accordance with developed construction specifications (2FM to provide review and written approval of materials brought onsite directly related to environmental remediation)
- Coordination with 2FM Environmental Consultant to ensure all requirements of the IEPA SRP are met and information required for preparation of the RACR are collected during construction in an organized and timely manner. CDOE Environmental Consultant to advise what information is required; CPD Landscape Architect/Engineer to ensure information is obtained from CPD Contractor. CPD Landscape Architect/Engineer invoices may be held by CPD without payment until information necessary for IEPA SRP is provided.
- Final inspection and preparation of master punch list (construction); (2FM to provide inspection and preparation of master punch list services related to environmental remediation)
- Final sign-off upon completion of master punch list
- Electronic As-Built drawings for submittal to CPD and 2FM Environmental Consultant, to be incorporated into the RACR
- Problem resolution for 6 months after final inspection and until the issuance of the final NFR letter

CPD Contractor

- Obtain all required Federal, State and local permits
- Water sampling and disposal permits, as necessary
- For engineered barriers, install engineered barrier, survey excavation base and final site grades, and provide adequate documentation for 2FM Environmental Consultant reports of remediation activities.
- Provide summary of analytical testing of proposed clean fill material, ensuring that any material for site use meets TACO Tier I residential soil standards. Future CPD contractor should provide adequate time for 2FM Environmental Consultant to perform a site inspection of any proposed material source locations.
- Obtain written approval from 2FM for all environmental fill material to be brought onsite prior to delivery

- Obtain written approval from CPD Landscape Architect for any additional material to be brought onsite prior to delivery
- Waste characterization sampling and landfill acceptance approval of waste materials
- Preparation of all waste manifests. Provide a tabular summary of related documentation.
- Maintain daily log and photographs of site activities, as needed to document remedial activities for the RACR, which will be submitted by 2FM to the IEPA
- Comply with the Construction Site Cleanliness ordinance
- Provide all load tickets, gate receipts, waste manifests, disposal records, analytical data, permits, fields logs and photographs, and survey information to CPD Landscape Architect and 2FM Environmental Consultant as necessary. CPD Contractor performance of these activities may be a measure of payment. CPD may decide to hold payment until services have been rendered.