



# Office of Chicago City Clerk



O2011-2945

Office of the City Clerk

## Tracking Sheet

**Meeting Date:** 4/13/2011

**Sponsor(s):** Mayor Daley

**Type:** Ordinance

**Title:** Acceptance of property from the Chicago Housing Authority and associated expenditure of Open Space Impact Funds and transfer to the Chicago Park District

**Committee(s) Assignment:** Committee on Housing and Real Estate

HSG.



OFFICE OF THE MAYOR  
CITY OF CHICAGO

RICHARD M. DALEY  
MAYOR

April 13, 2011

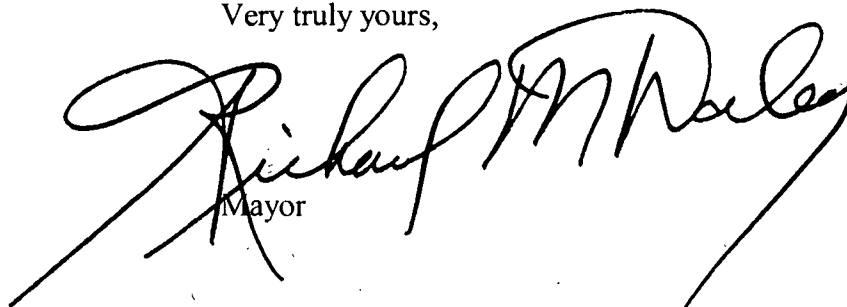
TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Housing and Economic Development, I transmit herewith an ordinance authorizing an acceptance of property from the Chicago Housing Authority, and associated expenditure of open space impact fee funds and transfer to the Chicago Park District.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,



Richard M. Daley  
Mayor

ORDINANCE

WHEREAS, the City of Chicago (the "City") is a home rule unit of local government under 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 Chicago Housing Authority ("CHA") is engaged in the development and operation of safe, decent and sanitary housing throughout the Chicago metropolitan area for low-income families in accordance with the United States Housing Act of 1937, 42 U.S.C. Section 1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

WHEREAS, the CHA has undertaken the redevelopment of the former Rockwell Gardens public housing site and surrounding areas into a mixed income community (the "Rockwell Redevelopment") as further set forth in its Plan for Transformation; and

WHEREAS, the Chicago Park District (the "Park District") is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

WHEREAS, the CHA, pursuant to the terms of a proposed intergovernmental agreement among the City, the CHA and the Park District in substantially the form attached hereto as Exhibit 1 (the "Land Transfer Agreement"), intends to transfer certain parcels of real property, located at 151 South Rockwell Street and 2540, 2548 and 2556 West Jackson Boulevard, all falling within or near the Rockwell Redevelopment area and legally described in Exhibit 2 hereto (the "Property"), to the City by quit claim deed; and

WHEREAS, and upon transfer of the Property to the City, the City shall grant the Park District a temporary right of entry onto the Property for the Park District to undertake the development, construction, environmental tasks, and improvement of the Property and thereafter the City shall convey the Property to the Park District for One and No/100 Dollars (\$1.00) upon completion of such activities in order that the Property may be owned, operated and maintained by the Park District as a park to complement the Rockwell Redevelopment; and

WHEREAS, the City, the CHA and the Park District have determined that it is in their best interests to enter into the Land Transfer Agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois in order to set forth their objectives and respective duties and responsibilities; and

WHEREAS, the City is authorized under its home rule powers to regulate the use and development of land; and

WHEREAS, it is a reasonable condition of development approval to ensure that adequate open space and recreational facilities exist within the City; and

WHEREAS, the City and the Park District have proposed the implementation of a project on the Property to create open spaces and recreational facilities (the "Project") in the Near West Side Community Area (the "Community Area") and desire to enter into a proposed intergovernmental agreement in substantially the form attached hereto as Exhibit 3 (the "Development Agreement"), whereby the Park District shall undertake the Project and the City shall reimburse the Park District for expenses of the Project; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, the Open Space Ordinance authorizes, among other things, the collection of fees from residential developments that create new dwelling units without contributing a proportionate share of open space and recreational facilities for the benefit of their residents as part of the overall development (the "Fee-Paying Developments"); and

WHEREAS, pursuant to the Open Space Ordinance, the City's Department of Revenue ("DOR") has collected fees derived from the Fee-Paying Developments (the "Open Space Fees") and has deposited those fees in separate funds, each fund corresponding to the applicable community area (as defined in the Open Space Ordinance) in which each of the Fee-Paying Developments is located and from which the Open Space Fees were collected; and

WHEREAS, the City's Department of Housing and Economic Development ("HED") has determined that the Fee-Paying Developments built in the Community Area have deepened the already significant deficit of open space in the Community Area, which deficit was documented in the comprehensive plan entitled "The CitySpace Plan," adopted by the Chicago Plan Commission on September 11, 1997 and adopted by the City Council on May 20, 1998 and appearing on pages 69309-69311 of the Journal of the Proceedings of the City Council (the "Journal") of the same date; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be used for open space acquisition or capital improvements, or both, which provide a direct and material benefit to the Fee-Paying Developments from which the fees are collected; and

WHEREAS, the Open Space Ordinance requires that the Open Space Fees be expended within the same or a contiguous community area from which they were collected after a legislative finding by the City Council that the expenditure of the Open Space Fees will directly and materially benefit the Fee-Paying Developments from which the Open Space Fees were collected; and

WHEREAS, HED has determined that the use of the Open Space Fees to assist the Project will provide a direct and material benefit to each of the Fee-Paying Developments from which the Open Space Fees were collected in that the Open Space Fees used for the Project will come from the specific fund set up by DOR for the Community Area in which a Fee-Paying Development is located and from which the Open Space Fees were collected; and

WHEREAS, HED has recommended that the City Council approve the use of the Open Space Fees for the Project through this ordinance; and

WHEREAS, HED has recommended that the City Council 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

WHEREAS, DOR has collected Open Space Fees for new dwelling units built in the Community Area (the "Proceeds") and has identified and designated such Proceeds in Fund No. PS28 131 54 5028 2604; and

WHEREAS, the Park District wishes to undertake the Project for the development, construction, environmental tasks, and improvement of the Property for use as a community park and accept the transfer of the Property from the City after the Project is complete; and

WHEREAS, it is anticipated that following completion of the Project the Park District will own, insure, operate and maintain the Property, providing recreational activities and programs pursuant to the usual and customary rules and regulations of the Park District; and

WHEREAS, the City and the Park District have determined that it is in their best interests to enter into the Development Agreement pursuant to the Intergovernmental Cooperation Act of the State of Illinois, 5 ILCS 220/1 *et seq.*, in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project; now therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:

SECTION 1. The above recitals are expressly incorporated in and made a part of this ordinance as though fully set forth herein.

SECTION 2. The City Council hereby finds that the expenditure of the Open Space Fees for the Project will directly and materially benefit the residents of those Fee-Paying Developments from which the Open Space Fees were collected and approves the use of the Open Space Fees for the Project.

SECTION 3. Open Space Fees in an amount not to exceed \$2,750,000 from the Near West Side Community Area are hereby appropriated for the purposes described herein.

SECTION 4. The City's acquisition of the Property from the CHA for One and No/100 Dollars (\$1.00) is hereby approved.

SECTION 5. The conveyance of the Property to the Chicago Park District for One and No/100 Dollars (\$1.00) is hereby approved.

SECTION 6. The Mayor or his proxy is authorized to execute, and the City Clerk is authorized to attest, a quitclaim deed conveying the Property to the Chicago Park District. Such conveyance shall be subject to the terms and conditions set forth in the intergovernmental agreement described in Section 7 below.

SECTION 7. Subject to the approval of the Corporation Counsel of the City (the "Corporation Counsel") as to form and legality, the Commissioner of HED (or a designee thereof) is authorized to execute and deliver the Land Transfer Agreement, and such other documents as are necessary, among the City, the CHA and the Park District, which Land Transfer Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 8. Subject to the approval of the Corporation Counsel as to form and legality, the Commissioner of HED (or a designee thereof) is authorized to execute and deliver the Development Agreement, and such other documents as are necessary, between the City and the Park District, which Development Agreement may contain such other terms as are deemed necessary or appropriate by the parties executing the same on the part of the City.

SECTION 9. To the extent that any ordinance, resolution, rule, order or provision of the Municipal Code of Chicago, or part thereof, is in conflict with the provisions of this ordinance, the provisions of this ordinance shall control. If any section, paragraph, clause or provision of this ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any other provisions of this ordinance.

SECTION 10. This ordinance shall be in full force and effect from and after the date of its passage.

**EXHIBIT 1 – LAND TRANSFER AGREEMENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CHICAGO,  
THE CHICAGO HOUSING AUTHORITY  
AND THE CHICAGO PARK DISTRICT**

**(West End Community Park)**

This Intergovernmental Agreement (the "Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2011, between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Housing and Economic Development ("DHED"), the Chicago Housing Authority (the "CHA"), a municipal corporation of the State of Illinois, and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 1 of the 1970 Constitution of the State of Illinois.

**RECITALS**

**WHEREAS**, the City is a home rule unit of local government under 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 CHA is engaged in the development and operation of safe, decent and sanitary housing throughout the City of Chicago for low-income families (the "CHA Housing Developments") in accordance with the United States Housing Act of 1937, 42 U.S.C. §1437 et seq., regulations promulgated by the United States Department of Housing and Urban Development ("HUD"), and the State Housing Authorities Act, 310 ILCS 10/1 et seq., as amended, and other applicable laws, regulations and ordinances; and

**WHEREAS**, the Park District is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

**WHEREAS**, the City, CHA, and Park District have authority to enter into intergovernmental agreements pursuant to Article VII, Section 10 of the Constitution of the State of Illinois; and

**WHEREAS**, the CHA has undertaken the redevelopment of the former Rockwell Gardens public housing site and surrounding areas into a mixed income community (the "Rockwell Redevelopment") as further set forth in its Plan for Transformation (the "Plan"); and

**WHEREAS**, the parties are desirous of effectuating the transfer of sites located within or near the Rockwell Redevelopment area for purposes of providing additional community and recreational services to the residents of the Rockwell Redevelopment and

the surrounding communities and for the purpose of the CHA providing decent, safe and habitable housing to public housing residents; and

WHEREAS, on April 1, 1998, the City Council of the City (the "City Council") adopted the Open Space Impact Fee Ordinance codified at Chapter 18 of Title 16 (the "Open Space Ordinance") of the Municipal Code of Chicago (the "Code") to address the need for additional public space and recreational facilities for the benefit of the residents of newly created residential developments in the City; and

WHEREAS, in order to further the Park District's goals of increasing recreational activities within the Rockwell Redevelopment Area, the CHA will convey, or cause to be conveyed, to the City for One and No/100 Dollars (\$1.00), for further conveyance to the Park District as hereinafter described, the land described on Exhibit A hereto (the "CHA Land");

WHEREAS, concurrently herewith, the City is entering into an Intergovernmental Agreement with the Park District (the "Development IGA"), pursuant to which the City will, upon transfer of the CHA Land to the City, (1) grant the Park District a temporary right of entry onto the CHA Land, (2) provide Open Space Ordinance funding capped at Two Million Seven Hundred Fifty Thousand and No/100 Dollars (\$2,750,000) as approved by the City and pursuant to a City approved Park District budget ("Capped Funding") for certain environmental remediation activities and park development activities (the "CHA Land Environmental and Development Activities"), all to be conducted by the Park District upon the CHA Land, and (3) convey the CHA Land to the Park District for One and no/100 Dollars (\$1.00), upon completion of such activities and the issuance of a No Further Remediation letter from the State of Illinois Environmental Protection Agency ("NFR Letter"), in order that the CHA Land may be owned, operated and maintained by the Park District as a park to complement the Rockwell Redevelopment;

WHEREAS, the Park District will convey to the CHA the property, currently known as Sain Park ("Sain Park") described on Exhibit B hereto (the "Park District Land"). If the CHA does not convey the CHA Land to the City, the Park District shall have no obligation to convey the Park District Land to the CHA; and

NOW, THEREFORE, in consideration of the foregoing premises and the respective representations, warranties, agreements, covenants and conditions, mutual benefits and detriments herein contained, and other good and valuable consideration, the CHA, City and the Park District agree as follows:

1. Transfer of CHA Land to the City: CHA agrees to convey, or cause to be conveyed, the CHA Land by quitclaim deed to the City for One and No/100 Dollars (\$1.00), and the City agrees to accept all right, title and fee simple interest in the CHA Land on the Closing Date as defined in Section 9 hereof and subject to the terms of this Agreement. The City agrees to accept such CHA Land "AS IS".

2. Operation of Transferred CHA Land as a Park: Concurrently with the transfer of the CHA Land to the City, the City agrees to enter into the Development IGA, and upon completion of the park development activities and issuance of the draft NFR letter, to transfer the CHA Land to the Park District to be owned, operated and maintained as a park for outdoor recreational use for the benefit of the Rockwell Redevelopment community.



Except in connection with the development, construction or financing of such park, including any subsequent improvements thereto, neither the City nor the Park District shall convey (other than the conveyance by the City to the Chicago Park District) or encumber the CHA Land, nor suffer or permit any levy or attachment to be made or any other encumbrance or lien to attach to the CHA Land, other than the Permitted Encumbrances set forth on Exhibit C hereto.

The Park District covenants that, upon completion of the Park and issuance of the NFR letter, it will acquire the CHA Land, and operate and maintain or cause the CHA Land to be operated and maintained as a park to complement the Rockwell Redevelopment area (the "Restrictive Covenant"), and shall not acquire, operate or maintain it for any other purpose without the prior written consent of CHA.

The quitclaim deed conveying the CHA Land to the City shall contain the Restrictive Covenant restricting its use to such purposes. The quitclaim deed shall be substantially in the form set forth on Exhibit D hereto. The City agrees to incorporate such covenants into its deed to the Park District.

The City and the Park District agree to keep the CHA reasonably apprised of the status and progress of any remediation, and the development and construction of the CHA Land into a park, and to consult with the CHA prior to making any material changes to the site plan dated \_\_\_\_\_ and attached hereto as Exhibit E, for the new park to be built on the transferred CHA Land.

3. HUD Approval. The conveyance of the CHA Land is contingent upon the submission by the CHA to the United States Department of Housing and Urban Development ("HUD") of an amendment to its application for disposition of the CHA Land, and the receipt by the CHA of HUD's written approval for the disposition of the CHA Land.

4. The CHA will transfer, or cause to be transferred, the CHA Land to the City as follows:

- (i) Title: No later than 45 days prior to the Closing Date, the CHA will deliver to the City, with a copy to the Park District, a current commitment for a standard ALTA owner's policy of title insurance (the "Title Commitment"). The Title Commitment will be issued by Title Services, Inc. or another title insurance company reasonably acceptable to the City. The City shall be responsible for paying for, and specifying the amount of any title insurance policy it may desire for the CHA Land acquisition.
- (ii) Survey: No later than 45 days prior to the Closing Date, the CHA, at its own cost, will deliver to the City and to the Park District a copy of a recent ALTA survey prepared by an Illinois licensed land surveyor, which shall be certified to the City and to the Park District and to such other parties as the City or the Park District may reasonably designate.
- (iii) Title or Survey Defects: In the event the title or survey discloses any matters that are unacceptable to the City and the Park District, the City shall give

written notice to the CHA at least 30 days prior to the Closing Date. In the event notice is not received by CHA by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the Closing Date as may be reasonably required to permit such resolution), then the City may elect to terminate this Agreement upon written notice to the CHA and the Park District, or may elect to take the CHA Land subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. Notwithstanding the foregoing, title objections may be raised at Closing based on the results of any later date title examination.

(iv) Delivery of Possession: Possession of the CHA Land shall be delivered on the Closing Date.

(v) Environmental Reports: Prior to the execution of this Agreement, the CHA submitted the CHA Land to the Illinois Environmental Protection Agency's ("IEPA") voluntary Site Remediation Program, 415 ILCS 5/58 et seq., for the performance of investigative and/or remedial activities on the Property. The IEPA voluntary compliance program number for the CHA Land is LPC# 0316003175. The CHA has conducted, through the Department of Environment of the City of Chicago, a 2002 Phase I and 2002 Phase II environmental assessment of the Rockwell Redevelopment (which included the CHA Land). A Remedial Action Plan and Remediation Objectives Report have been submitted to the IEPA, and a draft NFR letter has been issued for the overall site. The City and Park District acknowledge that each has copies of the Phase I and II. The CHA will provide to the City copies of any further amendments to the above documents that may occur prior to transfer of the CHA Land. Concurrently with the transfer of the CHA Land, the City agrees to promptly apply to the IEPA to change the remedial applicant for remediation of the CHA Land from the CHA to the City.

(vi) Environmental Conditions

a. Upon conveyance of the CHA Land to the City, the City will, at its own cost and expense, and in consultation with the Park District, perform the functions necessary to meet specific remediation objectives approved by IEPA to allow the site to be used as an outdoor recreation park, and it being further understood by the parties that the City shall, if deemed necessary, procure or cause to be procured a Final NFR Letter for the site. Upon conveyance of the CHA Land, the Park District shall at all times be responsible for compliance with IEPA directives, orders, rules and regulations ("IEPA Compliance") with respect to the CHA Land.

b. The CHA shall not be obligated to incur any costs whatsoever for the environmental remediation of the CHA Land. Subject to the Capped Funding, the cost of the remediation necessary, if any, to bring the

CHA Land into environmental compliance for park use will be paid by the City.

5. Transfer of City Land to CHA: The City agrees to convey, or cause the Board to convey, title to the City Land by quitclaim deed, and the CHA agrees to accept, all of the City's and/or the Board's rights, title and fee simple interests in the City Land on or before the Closing Date as defined in Section 9 hereof and subject to the terms of this Agreement. To the extent that the City Land is held by the City of Chicago in Trust for Use of Schools, the City represents and warrants that it has all due authority necessary to transfer such land. CHA agrees to accept such City Land "AS IS".

- (i) Title: No later than 45 days prior to the Closing Date, the City will deliver to the CHA a current commitment for a standard ALTA owner's policy of title insurance (the "Title Commitment"). The Title Commitment will be issued by Greater Illinois Title or another title insurance company reasonably acceptable to the CHA. The CHA shall be responsible for paying for, and specifying the amount of any title insurance it desires for the City Land it acquires.
- (ii) Survey: No later than 45 days prior to the Closing Date, the City, at its own cost, will deliver to the CHA a copy of a recent ALTA survey prepared by an Illinois licensed land surveyor, which shall be certified to the CHA and to such other parties as the CHA may reasonably designate.
- (iii) Title or Survey Defects: In the event the title or survey discloses any matters that are unacceptable to the CHA, the CHA shall give written notice to the City at least 30 days prior to the Closing Date. In the event notice is not received by City by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the Closing Date as may be reasonably required to permit such resolution), then the CHA may elect to terminate this Agreement upon written notice to the City and the Park District, or may elect to take the City Land subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. Notwithstanding the foregoing, title objections may be raised at closing based on the results of any later date title examination.
- (iv) Delivery of Possession: Possession of the City Land shall be delivered on the Closing Date.
- (v) Environmental Reports: The City has conducted, through the Department of Environment of the City of Chicago, a Phase I environmental assessment of the City Land and has conducted a Phase II environmental assessment and has provided the CHA with copies of, and reliance letters for, the environmental reports, assessments and analyses prepared by City with respect to the City Land.

- (vi) Environmental Conditions: If at any time prior to the Closing Date, the CHA determines, in its sole discretion, that the environmental conditions are infeasible the CHA may terminate this agreement and shall have no obligation to convey the CHA Land or accept the City Land. In the event that the CHA elects to accept the City Land, then the City shall have no responsibility to remediate such City Land.

6. HUD approvals. The transfer of the City Land to CHA is contingent upon: (i) the submission of any necessary application by CHA to HUD to acquire all or any portion of the City Land, and HUD's written approval of the acquisition and (ii) HUD approval of the transfer of the CHA Land. The CHA has submitted its application for acquisition and disposition to HUD. HUD approved the disposition on \_\_\_\_\_ and approved the acquisition on \_\_\_\_\_.

7. Transfer of Park District Land to CHA. The Park District agrees to convey, or cause to be conveyed, title to the Park District Land by quitclaim deed, and the CHA agrees to accept, all of the Park District's right, title and fee simple interest in the Park District Land on or before the Closing Date and subject to the terms of this Agreement. The Park District will continue to maintain, repair and operate Sain Park until it is transferred to the CHA. The Park District agrees to remove the back-stops that exist on the Park District Land, at the Park District's expense. After such removal the CHA agrees to accept the transfer of the land in an "As Is" condition. The Park District shall convey the Park District Land without any representation or warranty as to its title or suitability for any purpose.

- (i) Title: Prior to the Closing Date, the Park District will deliver to the CHA and City a current commitment for a standard ALTA owner's policy of title insurance (the "Title Commitment"). The Title Commitment will be issued by a title insurance company reasonably acceptable to the CHA. The CHA shall be responsible for paying for, and specifying the amount of any title insurance it desires for the Park District Land acquisition.
- (ii) Survey: Prior to the Closing Date, the Park District will deliver to the CHA and City a copy of a recent ALTA survey prepared by an Illinois licensed land surveyor, which shall be certified to the CHA and to such other parties as the CHA may reasonably designate.
- (iii) Title or Survey Defects: In the event the title or survey discloses any matters that are unacceptable to the CHA, the CHA shall give written notice to the Park District prior to the Closing Date. In the event notice is not received by Park District by such date, all objections to any such matter shall be deemed to have been waived. In the event such defects are unable to be corrected by the Closing Date (after such extensions to the Closing Date as may be reasonably required to permit such resolution), then the CHA may elect to terminate this Agreement upon written notice to the City and the Park District, or may elect to take the Park District Land subject to such title or survey defects (in which case all objections to any such matter shall be deemed to have been waived), without any adjustment in consideration. Notwithstanding the foregoing, title objections may be raised at closing based on the results of any later date title examination.

- (iv) Delivery of Possession: Possession of the Park District Land shall be delivered on the Closing date.
- (v) Environmental Reports: The Park District and the CHA acknowledge that the City has conducted, through the City of Chicago Department of Environment, a Phase I environmental assessment of Sain Park, and that the City has conducted a Phase II environmental assessment. The City or the Park District shall provide the CHA with copies of all environmental reports, assessments and analyses prepared with respect to Sain Park on behalf of either the City or the Park District.

8. HUD approvals. The transfer of the Park District Land to CHA is contingent upon: (i) the submission of any necessary application by CHA to HUD to acquire the Park District Land, and HUD's written approval of the acquisition and (ii) HUD approval of the transfer of the CHA Land. The CHA has submitted its application for acquisition and disposition to HUD. HUD approved the disposition on \_\_\_\_\_ and approved the acquisition on \_\_\_\_\_.

9. Closing Date: All land transfers contemplated herein will occur simultaneously on the Closing Date. The Closing Date shall be a date agreed upon by the parties, but shall in any event occur on or before \_\_\_\_\_, 2011 (the "Closing Date"), or as mutually agreed to by all the parties. The parties may, but shall not be obligated to, transfer the land covered by this agreement non-simultaneously, upon schedules mutually agreeable. However, in the event one or more parties conveys its property prior in time to another, nothing shall release any party who has not yet conveyed from its obligations to convey hereunder, it being understood that the consideration for this agreement is the transfer of all parcels contemplated hereunder.

Prior to the Closing Date, each party will provide the deliverables set forth above. At Closing, each party will provide, or cause to be provided, their respective quitclaim deeds.

10. Right of Entry: Each party hereby grants the other party, and their contractors, a non-exclusive thirty (30) day right of entry to perform reasonable investigations and inspections of the properties covered by this agreement no later than 45 days prior to the Closing Date, provided that no party shall have any obligation to perform such investigations under this Agreement. Prior to exercising such right of entry, the party requesting such entry (the "Grantee") shall provide, or shall require and cause its contractor(s) to provide to the party providing access (the "Grantor") (i) insurance reasonably acceptable to the respective Grantor (naming the Grantor as an additional insured and loss payee as requested) as a condition to entering the site, to protect the party granting access from losses, claims, damages, including property damages and death, arising out of or resulting from the conduct or activities of such contractor or other person at the site, and (ii) a release and indemnity from any claims, liabilities, costs, or expenses incurred as a result of its activities or presence on the site. The Grantee agrees that it will assure that (a) all necessary permits and licenses are obtained, maintained, and appropriately displayed, and (b) the site is restored and that any equipment or materials are removed prior to termination.

The Grantee shall keep the premises free and clear from liens arising from its activities on the site. All such activities shall be conducted in compliance with applicable laws, including

the environmental laws and any IEPA filings, if applicable. The rights of entry granted hereunder shall terminate upon the earlier of (i) the Closing Date, (ii) the termination or expiration of this agreement, and (iii) as to any Grantee and its contractor, the completion of its activities.

11. Notices

All notices and communications concerning this Agreement shall be sent as follows:

If to the CHA:

Chicago Housing Authority  
60 E. Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attn: Chief Executive Officer

With a copy to:

Chicago Housing Authority  
Office of the General Counsel  
60 E. Van Buren, 12<sup>th</sup> Floor  
Chicago, Illinois 60605  
Attn: General Counsel

If to the Park District:

Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611  
Attention: General Superintendent

With a copy to:

Chicago Park District  
541 North Fairbanks  
Chicago, Illinois 60611  
Attention: General Counsel

If to the City:

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

With a copy to:

City of Chicago  
Department of Law  
121 North LaSalle Street  
Room 600, City Hall  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel  
Real Estate and Land Use Division

Unless otherwise specified, any notice, demand, communication or request required hereunder shall be given in writing at the addresses set forth above and shall be effective (a) if given by personal service, upon delivery, (b) if sent by overnight courier, effective on the

business day after delivery to such courier, or (c) if sent by registered or certified mail, return receipt requested, effective three (3) business days after mailing. The notice address for a party may be changed by giving notice in the manner in this Section.

12. Amendment No changes, amendments, modifications or discharge of this Agreement, or any part hereof, shall be valid unless in writing and signed by the authorized officer(s) of the City, Park District and the CHA or their respective successors and assigns.

13. Assignment Except as set forth in this Agreement, neither the City, the Park District, nor CHA shall assign, delegate or otherwise transfer all or any part of their rights or obligations under this Agreement, or any part hereof, unless as approved in writing by the other parties. The absence of written consent shall void the attempted assignment, delegation or transfer and shall render it of no effect.

14. No Third Party Beneficiary. This Agreement is for the sole and exclusive benefit of the CHA, City and the Park District and their respective successors and assigns.

15. No Joint Venture. Nothing contained in this Agreement may be construed to create or imply any partnership, joint venture or other association between the City, the Park District, the CHA and /or HUD.

16. Headings. The section headings contained herein are for convenience only and are not intended to limit, expand or modify the provisions of such sections.

17. Non-liability of Public Officials. No official, employee, agent or elected or appointed representative of the City, the Park District or of the CHA shall be charged personally by the other party with any liability or expense of defense or be held personally liable under any term or provision of this Agreement or because of City's, CHA's or the Park District's execution or attempted execution or because of any breach hereof.

18. Counterparts. This Agreement is comprised of several identical counterparts, each of which may be fully executed by the parties and, executed, will be deemed an original having identical legal effect.

19. Authority. The persons signing this Agreement certify that they have the power and authority to enter into and execute this Agreement.

20. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

21. Governing Law. This agreement shall be governed by and construed in accordance with Illinois law, without regard to its conflicts of law principles.

22. Entire Agreement. This Agreement, and the exhibits attached and incorporated hereby, shall constitute the entire Agreement between the Parties and no other

warranties, inducements, considerations, promises or interpretations, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

23. Authority. The mutual conveyances and acceptance of the conveyances are authorized under the Local Government Property Transfer Act and/or the Housing Cooperation Act.

24. Exempt Status. The parties acknowledge that to the extent any of the properties conveyed hereunder were exempt from property taxes on the date of transfer, the basis for such exemption may no longer apply upon transfer of title, and that the transferred land may not continue as exempt unless a new exempt application is submitted by the respective transferee and approved by the tax authorities.

25. Termination. This Agreement shall commence as of the date of execution and shall terminate on the Closing Date or, as mutually agreed, the date on which the transfer of the last property is closed (unless sooner terminated in accordance with this Agreement) upon which any contractual responsibilities to the other party shall terminate.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**



IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement for Land Transfers to be made, executed and delivered as of the day and year first above written.

**CITY OF CHICAGO,**  
by and through its  
Department of Housing and Economic Development

By: \_\_\_\_\_  
Andrew J. Mooney  
Its: Commissioner

**CHICAGO PARK DISTRICT,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, General Superintendent

Attest: \_\_\_\_\_  
\_\_\_\_\_, Secretary

**CHICAGO HOUSING AUTHORITY,**  
an Illinois municipal corporation

By: \_\_\_\_\_  
Lewis A. Jordan  
Its: Chief Executive Officer

**EXHIBIT A**  
**LEGAL DESCRIPTION OF CHA LAND**  
**(Subject to Final Title and Survey)**

**Commonly known as:**

**P.I.N.s:**           16-13-210-053-0000  
                          16-13-210-031-0000  
                          16-13-210-032-0000  
                          16-13-210-033-0000  
                          16-13-214-063-0000  
                          16-13-214-060-0000  
                          16-13-214-030-0000

**EXHIBIT B**  
**LEGAL DESCRIPTION PARK DISTRICT LAND**  
**(Subject to Final Title and Survey)**

**Commonly known as:**

**P.I.N.s:** 16-13-207-002-0000  
16-13-207-007-0000  
16-13-207-008-0000  
16-13-207-009-0000  
16-13-207-010-0000  
16-13-207-011-0000  
16-13-207-012-0000  
16-13-207-013-0000  
16-13-207-050-0000

**EXHIBIT C**  
**PERMITTED ENCUMBRANCES ON CHA LAND**

**EXHIBIT D**  
**FORM OF QUITCLAIM DEED**

**EXHIBIT E**  
**NEW PARK SITE PLAN**

EXHIBIT 2 - PROPERTY

Legal Description  
(Subject to Final Title and Survey)  
TO COME

Commonly known as: 151 South Rockwell Street  
2540, 2548 and 2556 West Jackson Boulevard, Chicago, Illinois

PIN: 16-13-210-031-0000 (151 South Rockwell Street)  
16-13-210-032-0000 (151 South Rockwell Street)  
16-13-210-033-0000 (151 South Rockwell Street)  
16-13-210-053-0000 (151 South Rockwell Street)  
part of 16-13-214-030-0000 (2540 West Jackson Boulevard)  
part of 16-13-214-060-0000 (2548 West Jackson Boulevard)  
part of 16-13-214-063-0000 (2556 West Jackson Boulevard)

**EXHIBIT 3 – DEVELOPMENT AGREEMENT**

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**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF CHICAGO  
AND THE CHICAGO PARK DISTRICT  
(West End Community Park)**

This Intergovernmental Agreement (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, between the City of Chicago (the "City"), a municipal corporation and home rule unit of government under Article VII, Section 6(a) of the 1970 Constitution of the State of Illinois, by and through its Department of Housing and Economic Development ("HED"), and the Chicago Park District (the "Park District"), a body politic and corporate and a unit of local government under Article VII, Section 8 of the 1970 Constitution of the State of Illinois.

**RECITALS**

WHEREAS, the City is a home rule unit of local government under 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 Park District is a body politic and corporate unit of local government and park district of the State of Illinois organized and existing under the Chicago Park District Act, 70 ILCS 1505/0.01 et seq. with authority to exercise control over and supervise the operation of all parks within the City of Chicago and to enter into intergovernmental agreements upon approval of its Board of Commissioners; and

WHEREAS, the Chicago Housing Authority, pursuant to the terms of an intergovernmental agreement with the City dated the date hereof (the "Land Transfer IGA"), has transferred certain parcels of real property located at 151 South Rockwell Street and 2540, 2548 and 2556 West Jackson Boulevard and legally described in Exhibit A hereto (the "Property") to the City by quit claim deed[, dated \_\_\_\_\_ and recorded in the land records of the Cook County Recorder of Deeds Office as document no. \_\_\_\_\_]; and

WHEREAS, HED and the Park District have proposed the implementation of a project on the Property to create open spaces and recreational facilities in the Near West Side Community Area (the "Community Area") as described in Exhibit B hereto (the "Project") and desire to enter into an agreement whereby the Park District shall undertake the Project and the City shall reimburse the Park District for expenses of the Project as described in Exhibit C hereto (the "Budget"); and

WHEREAS, the Open Space Impact Fee Ordinance, Chapter 18 of Title 16 of the Municipal Code of Chicago (the "Code"), 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"); and

WHEREAS, the City's Department of Revenue has collected Open Space Fees for new dwelling units built in the Community Area (the "Proceeds") and has identified and designated such Proceeds in Fund No. RS28 131 54 5028 2604; and

WHEREAS, the Park District wishes to undertake the Project for the development, construction, and improvement of the Property for use as a community park and accept the transfer of the Property from the City after the Project is complete; and



WHEREAS, on \_\_\_\_\_, the City Council of the City (the "City Council") adopted an ordinance published in the Journal of the Proceedings of the City Council (the "Journal") for said date at pages \_\_\_\_\_ to \_\_\_\_\_, (the "Authorizing Ordinance"), among other things, (i) finding that the Project would provide a direct and material benefit to the residents of the new developments originating the Open Space Fees; (ii) authorizing the transfer of a portion of the Proceeds in an amount not to exceed \$2,750,000 (the "Project Assistance") as a contribution towards the costs of the Project; and (iii) authorizing the Commissioner of HED, subject to the approval of the Corporation Counsel, to negotiate and enter into this Agreement with the Park District for the development of the Property in accordance with Exhibit B, to transfer the Property (including all buildings and improvements to be constructed thereon and constructed or made pursuant to this Agreement) to the Park District and to execute such documents as may be necessary to implement such transfer, and to pay the Project Assistance to the Park District; and

WHEREAS, the Park District, pursuant to a Resolution dated November 12, 2008, is authorized to enter into this Agreement for the development of the Property in accordance with the Project description set forth in Exhibit B; and

WHEREAS, it is anticipated that following completion of the Project the Park District will own, insure, operate and maintain the Property, providing recreational activities and programs pursuant to the usual and customary rules and regulations of the Park District; and

WHEREAS, the City and the Park District have determined that it is in their best interests to enter into this Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois in order to set forth their objectives and respective duties and responsibilities and to describe the procedures and guidelines to be followed with respect to the Project;

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

#### DEFINITIONS

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

**Authorized City Representative:** The person(s) designated by the City as its representative with respect to the design, construction and environmental remediation of the Project and as the City's representative implementing this Agreement. The City hereby designates Nelson Chueng [(312) 744-5756] as its Authorized City Representative for design and construction of the Project and Dave Graham [(312) 744-3639] as its Authorized City Representative for environmental remediation of the Project.

**Authorized Park District Representative:** The person or entity employed or retained by the Park District and designated by the Park District as its representative with respect to the design, construction management, administration and coordination services with for the Project. The Park District hereby designates Chris Gent [(312) 742-4715] as its Authorized Park District Representative.

**Closing Date:** The effective date of this Agreement set forth in the opening sentence of this Agreement.

**Contract:** The contract which shall be entered into between the Park District and the Contractor, including all of the Contract Documents providing all labor, materials and other Work and services for the development, construction and improvement of the Project.

**Contract Documents:** The drawings, specifications and program requirements (including

civil, engineering, architectural, structural, mechanical, plumbing, fire protection and electrical drawings and technical specifications) to be prepared by the Park District or its designee and approved by the Authorized Park District Representative and the Authorized City Representative for compliance with the Project Scope and matters related to the Project.

**Contractor:** Any contractor that contracts with the Park District or its duly authorized representative to perform services and/or Work in connection with the Project. For purposes of this Agreement, the term "contractor" may include a general contractor, or other consultants or contractors engaged by the Park District to complete the Project.

**Final Acceptance:** The date on which the Authorized Park District Representative and the Authorized City Representative determine that all of the requirements of the Contract Documents have been completed.

**Project Scope:** The requirements of the Park District and the City with respect to the nature, scope and extent of the Project including without limitation the size, type, function, dimensions, spatial relationships and materials to be used in the design and construction of the Project.

**Punch List Work:** Minor adjustments or deficiencies in the construction of the Project, as determined by the Authorized City Representative and Authorized Park District Representative, which must be completed before Final Acceptance.

**Schedule:** The anticipated dates on which the Project or portions thereof will be initiated and completed.

**Term:** This Agreement shall commence upon the Closing Date and terminate upon the expiration of the Redevelopment Area on December 31, 2023; provided, however, that this Agreement may be terminated earlier than such date by the written agreement of the Park District and the City.

**Work:** All labor, materials, equipment or other incidentals necessary or convenient to the successful completion of the Project and which are required by, incidental to or collateral to the Contract Documents.

## SECTION I INCORPORATION OF RECITALS, DEFINITIONS AND EXHIBITS

The recitations, definitions and exhibits set forth herein constitute an integral part of this Agreement and are hereby incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the Parties.

## SECTION II SCOPE OF PROJECT

2.1. **Project.** The Park District will administer, coordinate, implement and manage the Project on behalf of the City pursuant to the terms of this Agreement and the applicable provisions of the Municipal Code of the City.

2.2. **Review of Project.** The City and the Park District by their designated representatives 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 remediation 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.

2.3. Implementation of Project. Upon completion of the review procedures described in Section 2.2 above, the City and the Park District shall determine the Schedule and Budget, which shall not exceed the Project Assistance (\$2,750,000).

### SECTION III RESPONSIBILITIES OF THE PARTIES

3.1 The Park District. The Park District will coordinate the management and administration of the Project consistent with the terms of this Agreement and assure conformance and compliance of the Project with this Agreement. Specific responsibilities of the Park District include, but are not limited to, the following:

3.1.1 Designate a representative to act in the Park District's behalf with respect to the Project for the purpose of attending meetings, examining documents and rendering timely decisions pertaining to the Project;

3.1.2 Prepare or cause to be prepared the terms and conditions of the Contract Documents including such community hiring requirements as shall be agreed by the City and the Park District;

3.1.3 Engage or cause to be engaged the services of development, landscape architect, engineering, environmental and such other construction consultants as may be necessary for the construction of the Project;

3.1.4 Solicit or cause to be solicited bids, including bid guarantees consistent with Park District requirements, and/or proposals for the Contract and other Work that may be required for the construction of the Project in accordance with this Agreement;

3.1.5 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;

3.1.6 Complete the demolition of existing structures, if any, on the Property in accordance with applicable compliance requirements;

3.1.7 Complete any and all necessary project reviews required under this Agreement prior to and during the administration of the Project;

3.1.8 [Reserved];

3.1.9 Provide a copy of any written certifications required by the Contract Documents to certify that the Project conforms to the scope of Work and has been accepted for beneficial use and occupancy by the Park District on behalf of the City;

3.1.10 Pay the costs of the Project in accordance with the Budget attached hereto as Exhibit C, which costs will be reimbursed by the City in an amount not-to-exceed \$2,750,000 pursuant to the terms of this Agreement;

3.1.11 Determine the types and amounts of insurance and bonds to be provided by

the Contractor and other contractors and consultants, subject to approval by the City and sufficient evidence that such coverages are in force;

3.1.12 Require and procure, or cause to be procured, from the Contractor waivers of all liens or rights of lien for labor and materials furnished in connection with the construction of the Project;

3.1.13 Require, by appropriate provision in the Contract, that the Contractor indemnify, save and hold harmless the City and the Park District as more fully described in Section 9.1 hereof;

3.1.14 In consultation with and subject to the prior written consent of the City, approve any and all changes or deletions to the Contract Documents including any work orders, change orders, changes or deletions, increases or decreases in the scope of the Work and adjustments in the contract price occasioned thereby;

3.1.15 In the method and manner prescribed by the City, prepare billing requests to the City for reimbursement of Project costs in accordance with this Agreement;

3.1.16 Progress the Project in accordance with the time lines set forth in the Schedule;

3.1.17 Provide such additional services as may be agreed to by the City and the Park District; and

3.1.18 Upon completion of the Project, the Park District shall operate, maintain, manage and insure the Property and related facilities and improvements constructed upon the Property in accordance with this Agreement and the usual and customary rules and regulations governing use and occupancy of property operated or maintained by the Park District, and upon receipt of the No Further Remediation ("NFR") letter by the City take title to the Property, as provided in Section 4.1; provided that any insurance with respect to the Property shall meet the requirements herein and name the City as additional insured during the term of this Agreement.

3.2 The City. The City shall reimburse the Park District up to an amount not-to-exceed \$2,750,000, 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 \$2,750,000. Specific responsibilities of the City include, but are not limited to, the following:

3.2.1 Communicate with the Park District to provide timely updates regarding the funding of the Project;

3.2.2 Approve a preliminary Budget for the Project that shall include contingencies for changes during construction and in consultation with the Park District determine the final Budget;

3.2.3 Designate a HED 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;

3.2.4 [Reserved];

3.2.5 [Reserved];

3.2.6. Cooperate and timely communicate with the Park District concerning all notices and reporting requirements of this Agreement and concerning environmental tests, surveys, analysis, and reports affecting the condition of the Property;

3.2.7. At the City's own cost and expense, cause certain environmental reports to be prepared in connection with the Property and enroll the Property in the IEPA's Site Remediation Program ("SRP"), as set forth in Title XVII of the Illinois Environmental Protection Act, 415 ILCS 5/58 et seq., and the regulations promulgated thereunder, in accordance with Section 6.3 of this Agreement; and

3.2.8. Provide such additional services as may be agreed upon by the Park District and the City.

#### SECTION IV PROPERTY AVAILABILITY AND ACCESS

4.1 Title to the Property; Conveyance of the Property. The City represents that as of the Closing Date it is the owner of the Property. It is the intent of the City and the Park District, that the City will convey the Property to the Park District upon receipt of the NFR letter by the City and completion of the Project. The Park District and the City agree that on [ ], the City will transfer the Property to the Park District by quit-claim deed. The Park District shall manage and maintain the Property at its own expense from the date hereof until the date of conveyance of the Property from the City to the Park District. The City shall prepare the transfer documents to cause the conveyance of the title to the Property to the Park District by quitclaim deed subject to the provisions of the Land Transfer IGA.

4.2 Land Use. Except as specified in Section 3.2.7, the Park District shall coordinate the filing of any applications for land use approvals, licenses, consents or permits, including without limitation, re-zoning, street or alley dedications and/or vacations, building permits and the like, that may be necessary to implement, use operate and maintain the Project. In the event of any re-zoning requirements, the City and the Park District through their mutual efforts shall have the Property re-zoned in order to permit the construction of the Project. The City and the Park District agree to cooperate in obtaining any other approvals that may be necessary so that the Property can be developed and used for its intended purpose. The City will cooperate with the Park District in obtaining any such approvals and permits and executing such documents as may be necessary so that the Property can be developed and used for its intended purpose.

4.3 Right of Entry. The City hereby agrees that prior to conveying the Property to the Park District, the City shall grant to the Park District and/or the Contractor and their respective designees right or rights of entry upon the Property, pursuant to a right of entry agreement in a form reasonably acceptable to the City and the Park District, at the Park District's sole cost and expense, for the construction period in order to implement the Project. The Contractor shall provide evidence of the types and amounts of insurance as shall be required by the City and indemnify the City and the Park District against all liabilities resulting from the right of entry.

4.4 Unpermitted Encumbrances. Neither the Park District, nor the Contractor nor any of

their respective officials, officers, representatives, agents, employees, successors or assigns shall engage in any financing or other transaction the effect of which would create an encumbrance or lien upon the Property. The Property shall be conveyed by the City without encumbrances or liens that would prevent the development and use of the Property for its intended use.

4.5 [Reserved].

4.6 Concessions. Prior to the conveyance of the Property to the Park District, no contracts for concessions or the operation or construction of concessions at or on the Property shall be awarded by the Park District without the City's consent.

## SECTION V ENVIRONMENTAL CONDITIONS

5.1 Reports and Studies. The Authorized City Representative shall provide the Park District with any environmental tests, surveys, reports or studies with respect to the Property that may have been obtained by City. The Park District at its own cost and expense may, but is not obligated to, obtain any additional tests, surveys, reports or studies with regard to the environmental condition of the soil of the Property and the geology thereof which may be necessary in order to implement the Project.

5.2 Environmental Remediation. The parties agree to perform or cause to be performed the environmental remediation services identified in Exhibit D hereto. The City's assistance for site preparation, including such remediation, shall not exceed \$1,090,000 in Project Assistance, as set forth in the Budget. The parties understand and agree that the Park District shall perform site preparation, which includes removal of the foundations and footings, soil disposal at appropriate disposal sites, and back-fill to the extent that such work is a Project cost as determined in the Budget.

5.3 Remediation Objective. The City, at its own cost and expense and in consultation with the Park District, agrees to enroll the Property in the IEPA's SRP to obtain a Tier 3 Risk Assessment or other level of risk assessment that will establish site specific remediation objectives approved by the IEPA to allow the Property to be used as an outdoor recreation public park, it being understood and agreed by the parties that the City shall procure or cause to be procured an NFR letter, naming the City and the Park District as Owners, for the Property without restrictions or restrictive covenants other than the use of a use of a minimum engineered barrier and ground water use restriction.

5.4 Hold Harmless and Indemnify. At all times during this Agreement, except as otherwise provided in this Section 5, the City and the Park District shall be responsible for compliance with IEPA directives, orders, rules and regulations ("IEPA Compliance") with respect to the Property. After conveyance of the Property to the Park District, the Park District shall hold harmless, indemnify and release the City from all pre-existing environmental conditions known or unknown affecting the Property prior to conveyance of the Property to the Park District and all environmental conditions, including but not limited to IEPA Compliance, with respect to the Property after conveyance of the Property to the Park District. The Park District shall indemnify and hold harmless the City from (1) any and all costs or expenses related to or arising out of environmental conditions of and affecting the Property; and (2) the Park District's failure to meet IEPA Compliance after conveyance of the Property to the Park District.

## SECTION VI

## CONSTRUCTION OF THE PROJECT

6.1 Preparation of Documents. The Park District, subject to City approval, shall appoint a landscape architect to prepare design documents, issue a request for proposals, which includes the preparation of the design documents, or proceed in some other manner to obtain design documents that are sufficiently complete in order to obtain bids or proposals for the cost of construction of the Project; provided, however, use of "in-house" (force account) staff may be used if approved by the City. The Contract Documents shall include legal remedies for breach, termination provisions, insurance minimums, labor compliance, access to books and records and any community hiring requirements as may be agreed between the City and the Park District. Upon reasonable request, the Park District shall provide a copy of such design documents as may be requested to the Authorized City Representative for review and timely approval.

6.2 Selection of Contractor. The selection of Contractor shall be conducted under Park District's procedures for competitive bidding. Upon completion of the bid documents, the Park District shall cause the selection and engagement of the Contractor. The Park District shall conduct such investigations as may be necessary and appropriate to determine the qualifications of the Contractor. The Authorized City Representative and the Authorized Park District Representative shall have the right to attend meetings and participate in the evaluation and selection process.

6.3 Commencement of Construction. Upon approval of the Budget by the City and Park District, the Park District may solicit bids, award the Project and commence construction.

6.4 Limited Applicability of Approval. Any approvals of the Project or the Contract Documents made by the City or the Park District are for purposes of this Agreement only and do not affect or constitute approvals required for building permits or approvals required pursuant to any other ordinance of the City or Park District. Any such approval by the City or the Park District pursuant to this Agreement also does not constitute approval of the quality, soundness or the safety of the Project.

6.5 Ownership of Documents. All documents, data, schematics, warranties, copyrights and Contract Documents with regard to the implementation of the Project shall be the joint property of the City and the Park District until transfer of the Property to the Park District. The City and the Park District (as the case may be) shall provide copies of such documents, data, schematics, warranties, copyrights and Contract Documents to the other party, upon reasonable request.

## SECTION VII ADMINISTRATION OF THE PROJECT

7.1 Enforcement of Contract. The Park District shall comply and cause the Contractor to comply with the terms and conditions of the Contract and this Agreement, including all applicable federal, state and local laws, codes, ordinances and orders. Such requirements include but are not limited to accessibility standards for persons with disabilities or environmentally-limited persons, the Illinois Prevailing Wage Act, the Chicago Human Rights Ordinance, City residency requirements, and the City's conditions regarding MBE and WBE participation.

7.2 Coordination by the Park District. The Park District shall coordinate the administration of the Project with the Authorized City Representative, as required. The authorized City Representative shall have the right to inspect the Project at all reasonable times and to attend meetings with representatives of the Park District, the Contractor and others regarding the Project. All data provided by the Authorized Park District Representative or the Authorized City Representative shall be evaluated by the Park District, which shall have the right to recommend alternative approaches and value engineering in order to reduce costs while maintaining the overall quality of the Project and the Schedule.

7.3 Payment and Performance Bond. The Park District shall require that the Contractor provide a payment and performance bond to ensure that the terms and conditions of the Contract will be performed. The payment and performance bond shall be in the amount specified in the Contract and issued by a surety company licensed to do business in the State of Illinois and approved by the City. Any proceeds derived by the Park District as a result of the payment and performance bond shall be credited to the Project and applied as agreed by the authorized representatives of the City and the Park District.

7.4 Waiver and Release of Liens. The Park District shall require from the Contractor waivers of liens or rights of lien for all labor and materials furnished in the constructing or improving of the Project. This provision shall be construed as being solely for the benefit of the Park District and the City and shall not confer any rights hereunder for the benefit of the Contractor or its subcontractors or suppliers. To ensure payment of lien claims, the Park District shall cause to be retained the amounts of the liens claimed by subcontractors or suppliers from payments to the Contractor in accordance with applicable Illinois statutory requirements.

7.5 Default by Contractor. In the event that the Contractor defaults in its obligations to perform, the Park District shall pursue or cause to be pursued all rights and remedies afforded by the terms of the Contract, at law or in equity. Upon request by the City and approval by the Park District, the Park District shall assign to the City any of its rights and remedies for default by the Contractor.

## SECTION VIII INDEMNITY AND INSURANCE

8.1 Contractor Indemnity. The Contract shall require that the Contractor indemnify, save and hold harmless the City and their respective officials, agents, employees and representatives, individually and collectively, from all claims, demands, actions and the like arising or alleged to arise out of the Work as a result of any act or omission of the Contractor or its subcontractors or subconsultants or any of their respective employees or agents.

8.2 Insurance. The Contract shall require that the Contractor purchase and maintain during the construction of the Project the types and amounts of insurance substantially in accordance with the provisions of Exhibit E hereof. Prior to the commencement of the Work, the Park District shall require that the Contractor provide certificates of insurance evidencing the required insurance and certifying the name and address of the Contractor, the description of Work or services covered by such policies, the inception and expiration dates of the policies, the specific coverages to be provided and naming each of the City and Park District as an additional insured as their interests may appear. A copy of any and all such insurance certificates shall be provided by the Park District to the authorized representatives of the City upon request. All such insurance shall be placed in financially responsible companies, satisfactory to the Park District and authorized under the insurance laws of the State of Illinois to do business in the State of Illinois. Upon completion of



the Project in accordance with the Contract Documents, the Park District shall be responsible for insuring the Property and all improvements thereon.

8.3 Indemnity. The Park District covenants and agrees that it shall indemnify, protect, defend and hold harmless the City from any and all liability, costs, damages, expenses, or claims arising under, through or by virtue of the construction, operation, use, and maintenance of the Project facility and the Property, as a result of any acts or omissions of the Park District, its agents and employees, excepting the negligence of the City, its employees or agents. Upon transfer of the Property to the Park District, the Park District shall assume the obligations of the City and shall be required to indemnify the City.

8.4 Provisions Governing Project Use. The Park District agrees to provide notice to the City of any change in use of the Project or the Property other than the use contemplated by this Agreement and must obtain the consent of the City prior to commencement of a change in use.

## SECTION IX PAYMENT OF PROJECT COSTS

9.1 Cost of the Project. It is the intent of the City and the Park District that the cost of completing the Project (including all construction-related activities and environmental remediation) shall not exceed the sums specified in the final Budget as determined by the City and the Park District. All plans, specifications and estimates of costs shall be reviewed by the duly designated representatives of the City and the Park District. If, in undertaking the completion of the Project, the anticipated costs of completing the Project exceed the final Budget, the Park District shall promptly notify the Authorized City Representative in writing and the City and the Park District shall agree in writing on any future action as is appropriate subject to Section 9.4.

9.2 Approval of Project Costs. A copy of all invoices for professional services shall be reviewed and approved for payment by the Park District pursuant to its usual and customary payment procedures and payment requests submitted by the Contractor shall be reviewed and approved for payment by the Park District according to the Park District's usual and customary payment procedures and in consultation with the Authorized City Representative. The Authorized City Representative shall have the right to attend and participate in meetings between the Contractor and the Park District to review and evaluate payment applications submitted by the Contractor.

9.3 Reimbursement of Project Costs. Upon completion of the Project, the parties understand and agree that the Park District shall submit to the City requests for reimbursement in the form attached hereto as Exhibit F. In turn, the City shall timely remit the Project Assistance to the Park District.

9.4 Insufficient or Excess Funds. 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 Park District shall notify the authorized representatives of the City in writing and the City and the Park District shall agree in writing on any further action that may be appropriate. Provided further, that in no event shall the City or the Park District be obligated to provide any funding exceeding such party's contribution as set forth on the Budget, attached as Exhibit C.

9.5 Records; Audit. The Park District shall maintain records and accounts which shall include entries of all transactions relating to implementation, development, improvement and construction of the Project prior to the conveyance of the Property. After the conveyance of the Property to the Park District, the authorized representatives of the City shall have the right to inspect

the books and records of the Park District pertaining to the completion of the Project upon request at all reasonable times. The Park District shall cooperate with the City in audits and resolving audit findings. The Park District shall be responsible for repayment to the City of costs paid by the City or which the City is liable for questioned costs which are ultimately disallowed.

## SECTION X COMPLETION OF THE PROJECT

10.1 Standards for Construction. The Park District shall require the Contractor 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 Contract Documents, the Grant Documents, this Agreement, and consistent with industry standards. The Park District shall also require the Contractor to correct any deficient or defective work or materials in accordance with the procedures described in the Contract. 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 the 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 under the direction and supervision of the Authorized Park District Representative in consultation with the Authorized City Representative.

10.2 Completion Requirements. The Park District shall require the Contractor to comply with the requirements of the Contract 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 Contract and any other documentation as required by the IEPA. Upon completion, the Park District will cause a copy of all such relevant documents to be delivered to the Authorized City Representative. Any liquidated damages assessed against the Contractor for non-performance or delay will be credited to the Project or otherwise disbursed as agreed by the Park District and the City.

10.3 Inspections. All Work and materials constituting the Project shall be available for inspection by City designees or personnel as required by applicable law or ordinance. The Park District shall notify the Authorized City Representative when the Project has been scheduled for inspections to identify Punch List Work and to certify Final Acceptance. The Authorized City Representative shall have the right to attend any and all such inspections.

10.4 Final Acceptance and Payment to Contractor. Unless otherwise provided by the Contract, upon completion of all the Work required of the Contractor and issuance of the certificate of Final Acceptance, the Park District shall process final payment to the Contractor in accordance with the procedures set forth in the Contract.

## SECTION XI NOTICES

11.1 Notices. Any notice, certificate or other communication provided pursuant to this Agreement shall be in writing and shall be mailed, postage prepaid by registered or certified mail with return receipt requested, or hand delivered and receipted, as follows:

If to the City: Department of Housing and Economic Development  
City of Chicago  
121 North LaSalle Street  
Room 1000, City Hall

Chicago, Illinois 60602  
Attn: Commissioner

with a copy to:

Department of Law  
City of Chicago  
121 North LaSalle Street  
Room 600, City Hall  
Chicago, Illinois 60602  
Attn: Finance and Economic Development Division

If to the Park District:

Chicago Park District  
541 North Fairbanks Court  
Chicago, Illinois 60611  
Attn: General Superintendent

with a copy to: Chicago Park District

541 North Fairbanks Court  
Chicago, Illinois 60611  
Attn: General Counsel

Notices by mail are deemed to have been received by the parties three (3) days after mailing. Notice by hand delivery shall be deemed to be received when personally delivered.

11.2 Changes. The City and the Park District by notice given hereunder may designate any further or different addressee or addresses to which subsequent notices, certificates or other communications shall be sent.

## SECTION XII MISCELLANEOUS PROVISIONS

12.1 Entire Agreement; Amendment. Except as otherwise provided herein, this Agreement contains the entire agreement of the City and the Park District with respect to the subject matter and supersedes all prior agreements, negotiations and discussions with respect thereto, and shall not be modified, amended or changed in any manner whatsoever except by mutual consent of the City and the Park District as reflected by a written instrument executed by the City and the Park District. Notwithstanding the date of execution and delivery, this Agreement shall be deemed to ratify actions taken subsequent to the effective date.

12.2 Conflict of Interest. No member of the board of the Park District, no department or agency of the City, nor any official or employee of the City or the Park District shall have any financial or ownership interest, direct or indirect, in this Agreement; nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No representative of the City or the Park District shall be personally liable for the performance of the City or the Park District pursuant to the terms and conditions of this Agreement.

12.3 Mutual Assistance. The City and the Park District agree to perform their respective obligations, including the execution and delivery of any documents, instruments and certificates, as may be necessary or appropriate, consistent with the terms and provisions of this Agreement.

12.4 Disclaimer. No provision of this Agreement, nor any act of any representative of the City or the Park District shall be deemed or construed by any of the City and the Park District or by third persons to create any relationship of third-party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the City or the Park District.

12.5 Headings. The headings of the various sections and subsections of this Agreement have been inserted for convenient reference only and shall not in any manner be construed as modifying, amending or affecting in any way the express terms and provisions hereof.

12.6 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

12.7 Successors and Assigns. The terms of this Agreement shall be binding upon the City and the Park District. None of the rights, duties or obligations under this Agreement may be assigned without the express written consent of the City and the Park District.

12.8 Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the remainder of this Agreement shall be construed as if such invalid part were not included herein and the remainder of the terms of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

12.9 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original instrument.

12.10 Project Termination. In the event of termination of the Project by the Park District, the City may rescind and terminate this Agreement. In such event, the Park District agrees to indemnify and hold harmless the City against any legal fees and costs payable by the City caused by the termination of the Project by the Park District.

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

By:

\_\_\_\_\_  
Andrew J. Mooney  
Commissioner  
Department of Housing and Economic Development

CHICAGO PARK DISTRICT

By:

\_\_\_\_\_  
Timothy J. Mitchell  
General Superintendent

Attest:

\_\_\_\_\_  
Secretary Pro Tem

**EXHIBIT A  
LEGAL DESCRIPTION**

**Legal Description:** [to come]

**Commonly known as:** 151 South Rockwell Street  
2540, 2548 and 2556 West Jackson Boulevard

**PIN:** 16-13-210-031-0000 (151 South Rockwell Street)  
16-13-210-032-0000 (151 South Rockwell Street)  
16-13-210-033-0000 (151 South Rockwell Street)  
16-13-210-053-0000 (151 South Rockwell Street)  
part of 16-13-214-030-0000 (2540 West Jackson Boulevard)  
part of 16-13-214-060-0000 (2548 West Jackson Boulevard)  
part of 16-13-214-063-0000 (2556 West Jackson Boulevard)

**EXHIBIT B  
PROJECT DESCRIPTION**

The Park District will develop a 2.18 acre vacant site adjacent to the Chicago Housing Authority's Rockwell Gardens development into a new outdoor active recreation park within Chicago's Near West Side Community Area. Development shall include the following recreational elements: 2 playground areas, multi-use athletic field, lighting, ornamental fencing, walking paths, entry, seating areas and landscaping.

The Park District will undertake the environmental remediation and development of the Property for the creation of a community park. The Park District shall undertake the remediation of any existing adverse environmental conditions on the Property prior to taking possession of the Property. The City shall transfer the Property to the Park District after receipt of a "no further remediation" letter from the State of Illinois. The park will provide approximately 94,961 square feet of additional open space for the Near West Side Community Area that has a growing residential population.

**EXHIBIT C  
BUDGET**

Item	Quantity	Sub total
		\$1,090,000
1. Site preparation	LS	\$ 73,000
2. Paving	LS	\$ 500,000
3. Playground	LS	\$ 200,000
4. Spray pool	LS	\$ 75,900
5. Utilities	LS	\$ 50,000
6. Ball field	LS	\$ 21,000
7. Ornamental fence	LS	\$ 115,000
8. Landscape	LS	
		\$2,124,000
<b>SUB TOTAL</b>		\$ 626,000
Contingencies		
<b>TOTAL</b>		\$2,750,000



EXHIBIT D  
ENVIRONMENTAL WORK

Scope of Work for Environmental Remediation

The following is a list of work the parties will assume relating to the environmental remediation. This scope of work will include, but may not be limited to:

Chicago Department of Environment (CDOE)

*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 CDOE prepared ROR/RAP.
- Project Management associated with IEPA Site Remediation Program including tracking review process and providing status updates to all relevant project parties. CDOE to be the primary point of contact with the IEPA. CDOE 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 CDOE will manage all aspects of environmental consultant and will be the main point of contact between CDOE and CPD.
- Contract with RELPE as necessary to review SRP reports including CSIR and ROR/RAP. The CDOE will manage all aspects of the RELPE and will be the main point of contact between the environmental consultants and CPD.
- Review all reports required under the IEPA SRP on behalf of the CPD. Provide environmental information to CPD as necessary to coordinate site design.
- Review all contract environmental remediation plans and specifications as prepared by the CDOE 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 CDOE 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. CDOE Environmental Consultant will collect and compile the data and complete an initial evaluation. Note: the CDOE 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. CDOE Environmental Consultant will collect and compile the data and complete an initial evaluation. Note: CDOE 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. CDOE 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 CDOE Environmental Consultant is to review results.
- Coordination with IEPA to obtain final NFR letter
- Payment of all fees associated with IEPA or RELPE review and NFR letter

### CDOE 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 CDOE 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 CDOE and CPD
- Provide review and comment (on behalf of the CDOE) of all correspondence generated by the IEPA

#### *Construction*

- Provide environmental oversight and management throughout environmental remediation activities including but not limited to: attending site meetings, weekly oversight during excavation of contaminated soil and backfilling of materials, preparation of daily site logs, & confirmation of import fill source. For cost estimation purposes, estimate this task at 8 one-hour site visits weekly for four weeks (32 one-hour site visits). Please also provide an hourly rate for any site visits necessary beyond this amount.
- 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, field logs and photographs, and survey information from Contractor for inclusion in the RACR
- Attend project meetings as directed by the CDOE
- Prepare work products as requested by the CDOE

- 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 CDOE Environmental Consultant and coordinate design of site with environmental remediation objectives based on the IEPA approved ROR/RAP.
- Review of design submittals, site plan and specifications

#### *Construction*

- Ensure that future contractors provide all necessary documentation required for CDOE 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. CDOE 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 CDOE 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 (CDOE to develop specifications directly related to environmental remediation)
- Coordination with CDOE 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 (CDOE to provide review and written approval of materials brought onsite directly related to environmental remediation)
- Coordination with CDOE 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); (CDOE 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 CDOE 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 CDOE 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 CDOE Environmental Consultant to perform a site inspection of any proposed material source locations.
- Obtain written approval from CDOE 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 CDOE 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 CDOE 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.

EXHIBIT E  
INSURANCE REQUIREMENTS

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

A. INSURANCE TO BE PROVIDED

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide 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 District 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 District undertakes any construction, including improvements, betterments, and/or repairs, the District 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 this 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 this 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 this 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 District may self insure for the insurance requirements specified above, it being expressly understood and agreed that, if the District does self insure for the above insurance requirements, the 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. ADDITIONAL REQUIREMENTS

The District 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 District must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent prior to Agreement award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in this 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 District is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The District must advise all insurers of this Agreement provisions regarding insurance. Non-conforming insurance does not relieve the District of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of this Agreement, and the City retains the right to stop work

until proper evidence of insurance is provided, or this 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 District.

The District 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 District in no way limit the District'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 this 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  
REQUEST FOR REIMBURSEMENT

State of Illinois            )  
  ) SS.  
County of Cook            )

The affiant, \_\_\_\_\_ of the Chicago Park District, a body politic and corporate and a unit of local government under Article VII, Section 8 of the 1970 Constitution of the State of Illinois (the "Park District"), hereby certifies to the City of Chicago (the "City") that with respect to that certain Intergovernmental Agreement between the Park District and the City regarding West End Community Park dated \_\_\_\_\_, 2011 (the "Agreement"):

A. The following is a true and complete statement of all expenditures for the Project by the Park District to date:

\$ \_\_\_\_\_

B. This paragraph B sets forth and is a true and complete statement of all Project costs paid for by the City to date:

\$ \_\_\_\_\_

C. The Park District requests disbursement for the following Project costs:

\$ \_\_\_\_\_

D. None of the Project costs referenced in paragraph C above has been previously reimbursed by the City.

E. The Park District hereby certifies to the City that, as of the date hereof:

1. [Except as described in the attached certificate,] [t]he representations and warranties of and by the Park District contained in the Agreement are true and correct and the Park District is in compliance with all applicable covenants contained therein.

2. No event of default or condition or event that, with the giving of notice or passage of time or both, would constitute an event of default, exists or has occurred.

3. The Park District is in compliance 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 Park District, all as may be in effect from time to time, pertaining to or affecting the Project or the Park District as related thereto.

F. Attached hereto are: (1) a cost itemization of the applicable portions of the Budget attached as Exhibit C to the Agreement; and (2) evidence of the expenditures upon Project costs for which the Park District hereby seeks reimbursement.

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

[signature page follows]



CHICAGO PARK DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

My commission expires: \_\_\_\_\_

Agreed and accepted:  
CITY OF CHICAGO  
DEPARTMENT OF HOUSING AND ECONOMIC DEVELOPMENT

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

APPROVED

Mara S. Georgis  
CORPORATION COUNSEL

APPROVED

Richard M. Daley *by MSY*  
5-10-11 Mayor