

## LINCOLN PARK SOUTH FIELD AGREEMENT

This Lincoln Park South Field Agreement (the "Agreement") is entered into as of December 1, 2006 by and between the Chicago Park District, an Illinois unit of local government (the "Park District") and The Latin School of Chicago, an Illinois not for profit corporation ("Latin"). The Park District and Latin are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

**WHEREAS**, the Park District owns and operates a parcel of land located at the southern end of Lincoln Park, north of North Avenue, west of Lake Shore Drive and east of Dearborn Street (the "Site");

**WHEREAS**, the Parties have determined that they can advance the interests, opportunities, fitness and wellbeing of the general public, including the Latin community, through the construction, operation, maintenance and repair of a regulation sized artificial surface playing field and related amenities to be located at the Site as generally shown on **Exhibit A** attached hereto and incorporated herein (the "Project");

**WHEREAS**, Latin has agreed to pay for and undertake the work with respect to the design and development of the Project, subject to the approval of the Park District and in accordance with the terms of this Agreement;

**WHEREAS**, in consideration thereof, the Park District will grant Latin, its employees, volunteers, students and guests a non-exclusive license to use the Site and the Project in accordance with the terms hereof and the Park District and the general public shall have the right to use the Site and Project at all other times;

**WHEREAS**, the Parties agree to mutually cooperate in the design, construction, development, operation, maintenance and use and enjoyment of the Project in accordance with the terms hereof.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

### TERMS AND CONDITIONS

1. Description of the Project. The Project includes without limitation the design and development of a new playing field with an artificial turf surface, lined, as applicable, for regulation soccer and field hockey play, lighting for nighttime use, seasonal goal posts and netting, two (2) benches for participants and one (1) bleacher area with seating, a scoreboard, landscaping, drainage, pathways, unlocked fencing, drinking fountains, an electric junction box and trash receptacles. The field shall be sized to meet IHSA requirements and thus at a minimum be 195 by 330 feet plus reasonable recommended buffers.

2. Term. The initial term of this Agreement begins on the date this Agreement is executed by both Parties and will remain in effect for a period of ten (10) years from the completion of the construction of the Project. At the request of either Party, the Parties shall execute a commencement letter certifying the completion of the construction of the Project and thus the commencement of the ten (10) year period. In addition, Latin has the

right and option to extend the initial term hereof for one (1) additional term of ten (10) years, provided (i) it shall give the Park District written notice of its intention to so extend, (ii) there are no existing material events of default by Latin under this Agreement, (iii) within either twelve (12) months prior to the giving of such notice or twelve (12) months after the expiration of the initial term, Latin shall have caused the surface of the field area to be upgraded or replaced and shall have contributed two-thirds (2/3) of the cost of such upgrade or replacement with the other one-third (1/3) of such cost to be paid by the Park District, and (iv) the Park District shall have consented to such option as evidenced by its election not to exercise the termination right contained in **Section 15** hereof. Notwithstanding the provisions of the immediately preceding clause (iii), if (a) in the reasonable judgment of the Park District and Latin, the surface of the field is in sound condition, the parties can elect by mutual agreement to defer such upgrading or replacement until a later date so as to maximize the overall useful life of the field for the benefit of all users, or (b) the Park District is unwilling or unable to timely fund its one-third (1/3) of such cost, then, at Latin's option, (x) the obligation to upgrade or replace the field surface shall be waived or (y) Latin can elect to upgrade or replace the field surface at its sole cost provided that any use fees subsequently charged by the Park District shall be remitted to Latin until such time that the sum of such fees equals one-third (1/3) of the cost of the upgrading or replacement. Further notwithstanding, in the event that the resurfacing of the field as contemplated hereby, extends the useful life of the playing field (based on reasonable experience and the field manufacturer's useful life projections) beyond the end of the extended term, then such extended term shall automatically be extended to coincide with such extended useful life and at the request of either Party, the parties shall execute a letter certifying such extended termination date.

3. Park District Approval. The Parties acknowledge and agree that the Project is subject to the approval of the Park District Board ("**Board Approval**") and that no physical construction of the Project shall commence prior to the receipt of such approval and the corresponding issuance of a permit (the "**Permit**") for the Project from the General Superintendent of the Park District (the "**General Superintendent**"). If this Agreement is executed prior to receipt of Board Approval and Board Approval is not received, then this Agreement shall terminate. The Park District represents and warrants that (a) upon the execution of this Agreement, it has the power and authority to enter into and perform its obligations hereunder and (b) to the best of the Park District's knowledge, the use of the Site for the Project is permitted under applicable law. The Permit shall be substantially in the form attached hereto as **Exhibit E**.

4. Latin Approval. Latin represents and warrants that it has the power and authority to enter into and perform its obligations hereunder.

5. Obligations, Duties and Rights of Latin.

a. Design. Latin shall be responsible for the cost and work relating to the design of the Project. Latin shall submit to the Park District a schematic design plan for the Project for the General Superintendent's reasonable review and written approval. Once the schematic design plan is agreed to, Latin shall cause such design plans to be conformed to commercially reasonable design and construction requirements. The Parties acknowledge that the schematic design plan for the Project may be required for submission for Board Approval.

b. Construction of Field. Latin, at its expense and subject to the terms of this Agreement, shall cause the construction of the Project by a third party substantially in accordance with the plans submitted and approved pursuant to **Section 5(a)** and **Section 6(b)** hereof. Any material alterations, changes, deviations, or amendments to the final design plans will require written authorization from the

General Superintendent not to be unreasonably withheld, conditioned or delayed in accordance with **Section 6(b)**. Latin must allow the Park District to inspect the Site during construction and will not unreasonably withhold access to general construction and Project related documents and materials upon the request of the Park District. Latin will develop the Project in accordance with applicable law, the Permit and industry standards and as follows: the Project shall be constructed with materials that are new, work of good quality, free from faults and defects, in conformity with this Agreement, and in conformity with the contract(s) between Latin and any contractors. Latin agrees that any contracts it enters into for construction of the Project will require such contractor to correct any deficient or defective work or materials for a period of one (1) year from the date of final acceptance of the subject work, or such longer period as may be provided by any applicable special warranty in such contract. Latin shall cause the Park District to be named as an additional beneficiary on any such special warranties. During the construction phase, Latin shall cause the contractors to secure the Site, to utilize designated parking and staging areas and not to unreasonably interfere with or impede routine Park District programs in the vicinity of the Site all in accordance with the Permit. The parties agree that construction of the Project is intended to commence in the second quarter of 2007. Latin shall cause the construction of the Project to be diligently completed.

c. Liens. Latin hereby warrants and declares that it will notify its contractors that no mechanic's lien under the Illinois Mechanics Lien Act, 770 ILCS 60/23, *et seq.*, will be permitted to arise, be filed, or maintained against the Site, any of the work, or any interest therein, or any improvements thereon, or against any monies due or to be come due to the Park District on account of any work, labor, services, materials, equipment, or other items performed or furnished for in connection with the Project to the extent permitted by law. To the extent permitted by law, Latin, for itself and/or its contractors, expressly waives, releases, and relinquishes such liens and all rights to file or maintain such liens. Latin further covenants that this waiver of lien and waiver of the right to file or maintain such liens is an independent covenant. Further, Latin shall cause all construction relating to the Project, upon completion, to be lien-free and in material compliance with applicable laws, ordinances, standards and permit requirements relating to the Project. If any lien at any time is filed against the Site by reason of work, labor, services, or materials performed or furnished, or alleged to have been performed or furnished, by Latin or its contractor(s), Latin, and /or its contractor(s), shall at its sole cost and within sixty (60) days thereafter, cause said lien to be discharged and removed from record or bonded or insured over in a commercially reasonable fashion acceptable to the Park District.

d. Permits. Latin must obtain all local, state and federal permits required for the construction of the Project including the Park District Permit. Park District permit fees shall be waived at the sole discretion of the General Superintendent of the Park District. The Park District shall cooperate with Latin to secure any such permits. The parties agree that in the event of any inconsistencies between the terms, conditions and intent of this Agreement and of the Permit, this Agreement shall govern and control.

e. Meetings/Reports. During construction of the Project, Latin and the Park District shall each appoint a representative to communicate and/or meet with each other on a regular basis to share information on the Project. Requests for changes and information concerning Project construction shall be submitted through such representatives. Upon the reasonable request of the Park District, Latin will provide periodic written reports describing the status of the Project.

f. Trash. While in use by Latin, Latin will cause those persons using the Project to deposit all trash in appropriate receptacles. Notwithstanding anything contained herein to the contrary, the Parties expressly agree that Latin is not responsible for security of the Project or the Site.

g. Unforeseen Circumstances. The Parties acknowledge the possibility that during the design and/or construction phases of the Project and notwithstanding the good faith efforts of the Parties, unforeseen circumstances may arise or unforeseen site conditions may be discovered which render the Project architecturally or structurally infeasible or economically impractical. In such case, at the request of either party, this Agreement may be terminated and the Parties shall execute a termination agreement and if the Project is rendered architecturally or structurally infeasible or economically impractical due to unforeseen site conditions, the Park District shall reimburse Latin for any actual out of pocket expenses over \$25,000 incurred for the design and construction of the Project up to the effective date of the termination under this **Section 5(g)**. Notwithstanding the immediately prior sentence, in the event that Latin desires to terminate this Agreement in accordance with this **Section 5(g)**, it shall so notify the Park District and the Park District shall have the option to elect to continue the Project and Latin shall nonetheless continue the construction of the Project and the Parties shall remain subject to the terms and conditions of this Agreement, provided that in such circumstance (i) the Park District hereby agrees that it shall be fully responsible for any and all costs relating to such unforeseen circumstances or conditions over and above \$25,000 and (ii) Latin hereby agrees that it shall pay \$25,000 toward the cost of such unforeseen circumstances or conditions. Further notwithstanding, Latin and the Park District agree that this **Section 5(g)** applies to unforeseen circumstances and conditions and is not intended to apply to occurrences or situations covered by the insurance required to be maintained under this Agreement or by typical force majeure events encountered during a construction project. Except as set forth in **Sections 5(g) and 6** or as required by law, Latin and the Park District agree that the Park District shall not have responsibility for unforeseen circumstances or unforeseen site conditions.

h. Damage Repairs. Notwithstanding anything contained herein to the contrary, in the event of damage or destruction to the Project caused by Latin or anyone using the Project in conjunction with Latin during one of the Latin designated use periods set forth on **Exhibit C**, Latin shall be responsible for such repair or replacement and shall reasonably undertake such work.

i. Project Representative. A project representative (the "**Project Representative**") shall be retained for the benefit of the Park District and Latin and paid for by Latin as a part of the cost of constructing the Project. The Project Representative shall coordinate the work, shall cause the Project to be constructed in a good and workmanlike fashion in substantial accordance with the agreed to schedule and in accordance with the plans and construction contract documents. The Project Representative will keep the Park District and Latin apprised of the progress of the work and of any issues relating thereto.

## 6. Obligations, Duties and Rights of the Park District.

a. Access to Site. The Park District will provide Latin and its agents and contractors with full access to the Site once this Agreement is executed. In addition, the Park District shall provide Latin and its agents and contractors with reasonable additional temporary access, staging areas, parking and utilities during the construction of the Project in accordance with the Permit.

b. Plan Review. Subject to **Section 5(a)** above, the General Superintendent must approve the design plans and specifications, project budget, construction schedule, construction plans and related documents for the Project before any work will commence with such approval not to be unreasonably withheld, conditioned or delayed. The Park District will require ten (10) business days to review project information. Without limiting the foregoing, any material supplemental additions, alterations, changes or deletions to the initial design plans, project budget or construction schedule, as approved shall be subject to the further approval of the General Superintendent or his designee each within ten (10) business days of request with such approval not to be unreasonably withheld, conditioned or delayed. In addition, the Park District shall have the right to reasonably approve all contractors, including the Project Representative, retained by Latin with respect to the Project, provided that the Park District shall only object to the selection of such contractor(s) if any such contractor would otherwise be disqualified from performing work for the Park District generally pursuant to law or regulations governing the Park District and provided further that if the Park District has not provided Latin a notice of disapproval for any such contractor within ten (10) business days of submission, then such contractor shall be deemed approved.

c. Environmental Remediation. Notwithstanding anything contained herein to the contrary, in no event shall Latin be responsible for the environmental condition of the Site and the Park District hereby agrees to indemnify, defend and hold harmless Latin with respect thereto. To the best of the Park District's knowledge, the Site is free of hazardous materials and substances, is not in violation of any federal, state or local laws concerning the environment or general health matters and contains no underground storage tanks. If at any time during the term of this Agreement, any hazardous materials or substances or underground tanks are determined or reasonably suspected to exist at the Site, the Party discovering such circumstance shall promptly notify the other Party. If the remediation thereof is legally required in order to construct the Project, then the Park District, at its sole discretion and determination, may elect (i) at its sole cost and expense, to promptly remediate the Site in accordance with all applicable law and industry standards or (ii) to terminate this Agreement and reimburse Latin for any actual out of pocket expenses incurred for the design and construction of the Project up to the effective date of the termination under this **Section 6(c)**.

d. Electricity and Lighting. The Park District deems it in the best interest of its users to incorporate playing field lighting into the Project and, accordingly, notwithstanding anything contained herein to the contrary, the Park District will pay all installation (including bringing power to the Site), maintenance, replacement and electricity costs associated with lighting the Site during the term hereof. The installation cost for the lighting is anticipated to be not more than \$250,000. The design for the lighting will be incorporated into the overall design for the Project undertaken by Latin pursuant to **Section 5(a)** and consented to by the Park District pursuant to **Section 6(b)**. Once the lighting design is completed and agreed to, Latin shall cause such lighting to be installed as part of the Project. Upon presentation of applicable invoices for the lighting installation work, the Park District shall pay for such lighting or, if previously paid for by Latin (at Latin's option), reimburse Latin for the cost thereof. Once installed, the lighting shall be maintained, insured and replaced as needed by the Park District.

e. Maintenance. The Park District will maintain the Project substantially in accordance with the manufacturer's suggested standards and guidelines and will keep the Project in a broom clean condition during the term hereof. If suggested by the manufacturer's standards and guidelines, the Park District shall cover the field to protect it from the elements during the off-season, December through February.

As set forth above in **Section 6(d)**, the Park District will maintain the lighting at the Project. In addition, at all times during the term hereof, the Park District shall be responsible for (i) removing all trash and recyclables from the appropriate receptacles located in the vicinity of the Project and (ii) maintaining, repairing and replacing the landscaping, fencing and other related improvements for the Project and lining the field at a level comparable to and consistent with similar installations at other Park District locations and with general Park District standards. The Park District shall provide Latin a maintenance contact person and contact information which person may be a Park District employee who from time to time upon three (3) days notice shall at the reasonable request of Latin, sweep the field with the manufacturer provided sweeping equipment or line the field. Latin, at its own expense and risk, shall also be entitled to utilize the manufacturer provided sweeping equipment to provide supplemental sweeping of the field.

f. Damage Repairs. Notwithstanding anything contained herein to the contrary, in the event of damage or destruction to the Project other than that caused by Latin or anyone using the Project in conjunction with Latin during one of the Latin designated use periods set forth on **Exhibit C**, the Park District shall be responsible for such repair or replacement and shall reasonably undertake such work.

g. Certificate of Completion. Upon the request of Latin or the Project Representative accompanied by reasonable supporting documentation, the Park District shall issue a certificate of completion confirming that the Project has been constructed in accordance with the terms of this Agreement.

7. Operation of the Field. Attached hereto as **Exhibit B** are general rules and regulations for use of the Project by the general public. Such rules and regulations shall be subject to change from time to time at the request of either Party and subject to the reasonable approval of the Park District and shall be consistent with the rules and regulations of similar Park District facilities. The Park District will secure and police the Project at a level consistent with that which it provides at its other parks. The Park District will not permit anyone to use the Project if the Park District reasonably believes that it is in an unsafe condition.

8. Sponsorship Signage. The Park District acknowledges and agrees that Latin may seek sponsorship from business entities and individuals to help offset the cost of the Project. Such sponsorship shall comply with applicable law. Latin shall be entitled to install a list of sponsors at the site in the form of an appropriately sized plaque, in paving stones or otherwise, the exact details of which shall be set forth as a part of the Project design plan. In addition, subject to the Park District's reasonable approval, major sponsors may be recognized with sponsorship signage which may include the name, logo or insignia of such sponsor. Latin acknowledges that it cannot assure any such major sponsors of a particular type of sponsorship signage without the Park District's reasonable approval and that Latin shall have no right to affix any name, logo or insignia to the turf field surface. Any such signs shall be subject to standard signage laws and rules applicable to the Park District.

9. Usage of the Field. The Park District and Latin shall each be permitted to use the Project during the periods set forth on **Exhibit C** attached hereto. There are no additional use charges to the Park District or Latin associated with use of the Project under this Agreement. At all times designated as Park District times on **Exhibit C**, the Park District may schedule the Project for use by the general public. At all times designated as Latin times on **Exhibit C**, Latin may use or sponsor the Project for use. From time to time during the term hereof, Latin may provide the Park District with notice of any periodic adjustments to its usage needs arising out of changes in the school calendar, school holidays, potential playoff games and other scheduling needs and the Park District agrees to accommodate such periodic adjustments so long as they do not impede then

scheduled Park District activities. With respect to the immediately prior sentence, Latin and the Park District agree that such adjustments are intended to be exchanges of usage times resulting in approximately equivalent usage and not a means of permitting Latin to obtain additional usage time without charge. Usage of the Project by Latin during its designated program hours must be supervised by Latin staff or volunteers. In the event, either Party shall choose not to use (in the case of Latin) or specifically allocate the use of the Project (in the case of the Park District) during a designated time slot, then the general public shall be entitled to "walk on" rights. "Walk on" users shall be entitled to use the Project on a first come first served basis subject to any superior usage rights. If Latin desires to use the Project outside its designated program hours as provided herein, then Latin shall be subject to the same general permit requirements, restrictions and fees as the general public with respect thereto.

10. Defaults and Remedies. There shall be an event of default hereunder by Latin in the event that Latin breaches this Agreement and fails to cure such breach within sixty (60) days of written notice from the Park District of such breach, provided however, if any such breach cannot reasonably be cured within such sixty (60) day period and Latin has commenced to cure, then the cure period shall be extended for an additional period not to exceed sixty (60) days so long as Latin continues to proceed diligently to remedy such event of default. During the continuance of an event of default by Latin, the Park District's exclusive remedies hereunder shall be the right via legal process to compel Latin to remedy such event of default or to recover any reasonably demonstrable actual damages arising from such event of default.

There shall be an event of default hereunder by the Park District in the event that the Park District breaches this Agreement and fails to cure such breach within sixty (60) days of written notice from Latin of such breach, provided however, if any such breach cannot reasonably be cured within such sixty (60) day period and the Park District has commenced to cure, then the cure period shall be extended for an additional period not to exceed sixty (60) days so long the Park District continues to proceed diligently to remedy such default. During the continuance of an event of default by the Park District, Latin's exclusive remedies hereunder shall be the right via legal process to compel the Park District to remedy such event of default or to recover any reasonably demonstrable actual damages arising from such event of default.

Notwithstanding the foregoing, the Parties agree that prior to seeking any right or remedy that may be available following an event of default hereunder, the General Superintendent of the Park District and the Latin Head of School, or their respective designees, will use good faith efforts to resolve any dispute between the Parties.

11. Indemnification. Latin will indemnify, defend and hold harmless the Park District, its officials, agents and employees (the "**Park District Indemnities**") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses that the Park District Indemnities may suffer, incur or sustain or for which it or they may become liable resulting from, arising out of, or relating to any negligence or intentional misconduct in the performance of Latin or its officers, agents, employees and volunteers under this Agreement. The obligation to indemnify the Park District Indemnities shall survive the termination or expiration of this Agreement.

The Park District will indemnify, defend and hold harmless Latin, its officers, agents, employees and volunteers (the "**Latin Indemnities**") against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses that the Latin Indemnities may suffer, incur or sustain or for which it or they may become liable resulting from, arising out of, or relating to the Project except for any such loss, cost, damage,

liability, claim, suit, action, cause of action or expense arising due to the negligence or intentional misconduct of Latin under this Agreement. The obligation to indemnify Latin shall survive the termination or expiration of this Agreement.

12. Insurance. During the term of this Agreement, Latin is required to procure and maintain, or cause to be procured and maintained, insurance in accordance with **Exhibit D** attached hereto and incorporated herein and shall cause the Park District to be named as an additional insured as set forth on **Exhibit D** attached hereto. During the term of this Agreement, the Park District shall maintain an insurance or self-insurance program for the Project and its obligations hereunder in a manner comparable to its other parks, facilities and projects.

13. No Personal Liability. Each Party expressly agrees that no member, official, employee or agent of the other Party will be individually or personally liable to it, its successors or assigns under any term or provision of this Agreement or because of his or her execution or attempted execution of this Agreement or in the event of any default or breach by such Party under this Agreement. The limitations on liability in this **Section 13** shall survive the expiration or termination of this Agreement and the expiration or termination of any obligation owing to either Party under this Agreement.

14. Conflicts. This Agreement shall not be legally binding on the Chicago Park District if entered into in violation of the provisions of 50 ILCS 105, the Public Officer Prohibited Activities Act.

15. Termination for Convenience. Notwithstanding anything in this Agreement to the contrary, the Park District may terminate this Agreement for convenience and without cause upon not less than 180 days prior written notice to Latin. If the Park District exercises this right to terminate this Agreement for convenience and without cause, in consideration of Latin’s performance hereunder and financial contribution to the Project, the Park District shall on the effective date of such termination for convenience reimburse Latin for the aggregate cost of the Project as set forth in the project budget (and any amendments thereto) approved by the General Superintendent pursuant to **Section 6(b)** depreciated ten percent (10%) annually and, provided that notwithstanding the foregoing, in all circumstances such fee in the tenth year shall be \$187,000 (the “**Termination Fee**”).

By way of illustration, if the Project costs totaled \$900,000 and the termination for convenience occurred during the initial ten year term, then the Termination Fee shall be as follows:

Years Remaining	Percentage	Termination Fee
10	100	900,000
9	90	810,000
8	80	729,000
7	70	656,100
6	60	590,490
5	50	531,144
4	40	478,029
3	30	430,226
2	20	387,204
1	10	187,000



In the event the term is extended as provided in **Section 2** of this Agreement but the field has not been resurfaced and Latin has expended no additional funds, then the Termination Fee shall continue to be \$187,000.

In the event the term is extended as provided in **Section 2** of this Agreement, the field has been resurfaced and Latin has expended additional funds, then the Termination Fee shall continue to be calculated and reduced on the basis set forth above except that the years remaining shall be reset at the number then remaining for the extended term and starting in the year of such additional expenditure, the Termination Fee shall be the Termination Fee of the immediately prior year plus the amount expended by Latin for such resurfacing and upgrading.

16. Miscellaneous.

- a. Notices. Unless otherwise specified, any notice, demand or request required under this Agreement must be given in writing at the addresses set forth below by any of the following means: personal service, overnight courier or certified mail, return receipt requested.

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

With Copies to: Chicago Park District  
541 North Fairbanks Court  
Chicago, Illinois 60611  
Attn: General Counsel

If to Latin: The Latin School of Chicago  
59 West North Boulevard  
Chicago, Illinois 60610-1492  
Attention: Head of School

With Copies to: Drane Freyer & Lapins Limited  
150 North Wacker Drive, Suite 800  
Chicago, Illinois 60606  
Attn: Wendy Freyer

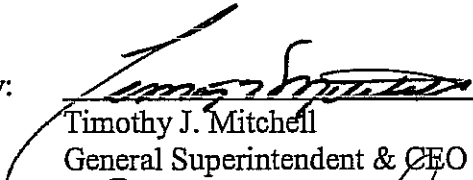
- b. Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of Illinois and applicable municipalities, without regard to the principles of conflicts of law thereof. If there is a lawsuit under this Agreement, each Party hereto agrees to submit to the jurisdiction of the courts of Cook County in the State of Illinois. The Parties may elect to seek to resolve disputes hereunder by way of non-binding arbitration in which event the General Superintendent of the Park District shall be the final arbiter, provided however, nothing herein shall limit or prohibit either the Park District or Latin from pursuing any claim in law or equity or appealing any arbiter's determination in a court of law.

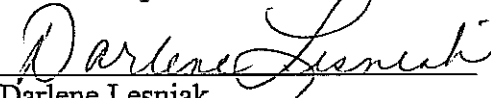
- c. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed thereon by any court or any other governmental body, this Agreement shall be construed as not containing such provision and any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- d. Integration. All exhibits to this Agreement are expressly incorporated herein by this reference thereto. The recitals set forth above are expressly incorporated into this Agreement. This Agreement constitutes the entire agreement between the Parties, merges all discussions between them and supersedes and replaces any and every other prior or contemporaneous agreement, negotiation, understanding, commitments and writing with respect to the subject matter hereof.
- e. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other.
- f. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which when taken together shall be deemed to be one and the same instrument.
- g. Parties' Interest/No Third Party Beneficiaries. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns and shall inure to the benefit of the Parties, and their respective successors and permitted assigns. This Agreement shall not run to the benefit of, or be enforceable by, any person or entity other than a Party and its successors and permitted assigns. This Agreement should not be deemed to confer upon third parties any remedy, claim, right of reimbursement or other right. Nothing contained in this Agreement, nor any act of the Parties shall be deemed or construed by any of the Parties hereto or by third parties, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any of the Parties.
- h. Modification or Amendment. This Agreement may not be altered, modified or amended except by a written instrument signed by both Parties.
- i. No Implied Waivers. No waiver by either Party of any breach of any provision of this Agreement will be a waiver of any continuing or succeeding breach of the breached provision, a waiver of the breached provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to, or demand on, either Party in any case will, of itself, entitle that Party to any further notice or demand in similar or other circumstances.
- j. Relationship of the Parties. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties.
- k. Return of the Site. At the expiration of the term of this Agreement, as extended, if applicable, the Project and any other improvements subsequently made to the Site pursuant hereto shall remain at the Site under the full power and control of the Park District.
- l. Entire Agreement. This Agreement and the attached exhibits constitute the entire agreement between the Parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon the Agreement that are not expressly addressed in the Agreement.

m. Property Interest. This Agreement is not a lease or an easement with respect to the Site and confers no fee, leasehold or easement rights on Latin with respect to the Site or the Project.

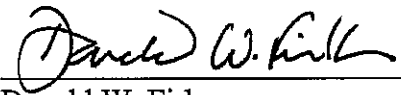
**IN WITNESS WHEREOF**, the Chicago Park District and The Latin School of Chicago have caused this Agreement to be executed as of the date first above written.

**CHICAGO PARK DISTRICT**

By:   
Timothy J. Mitchell  
General Superintendent & CEO

By:   
Darlene Lesniak  
Secretary

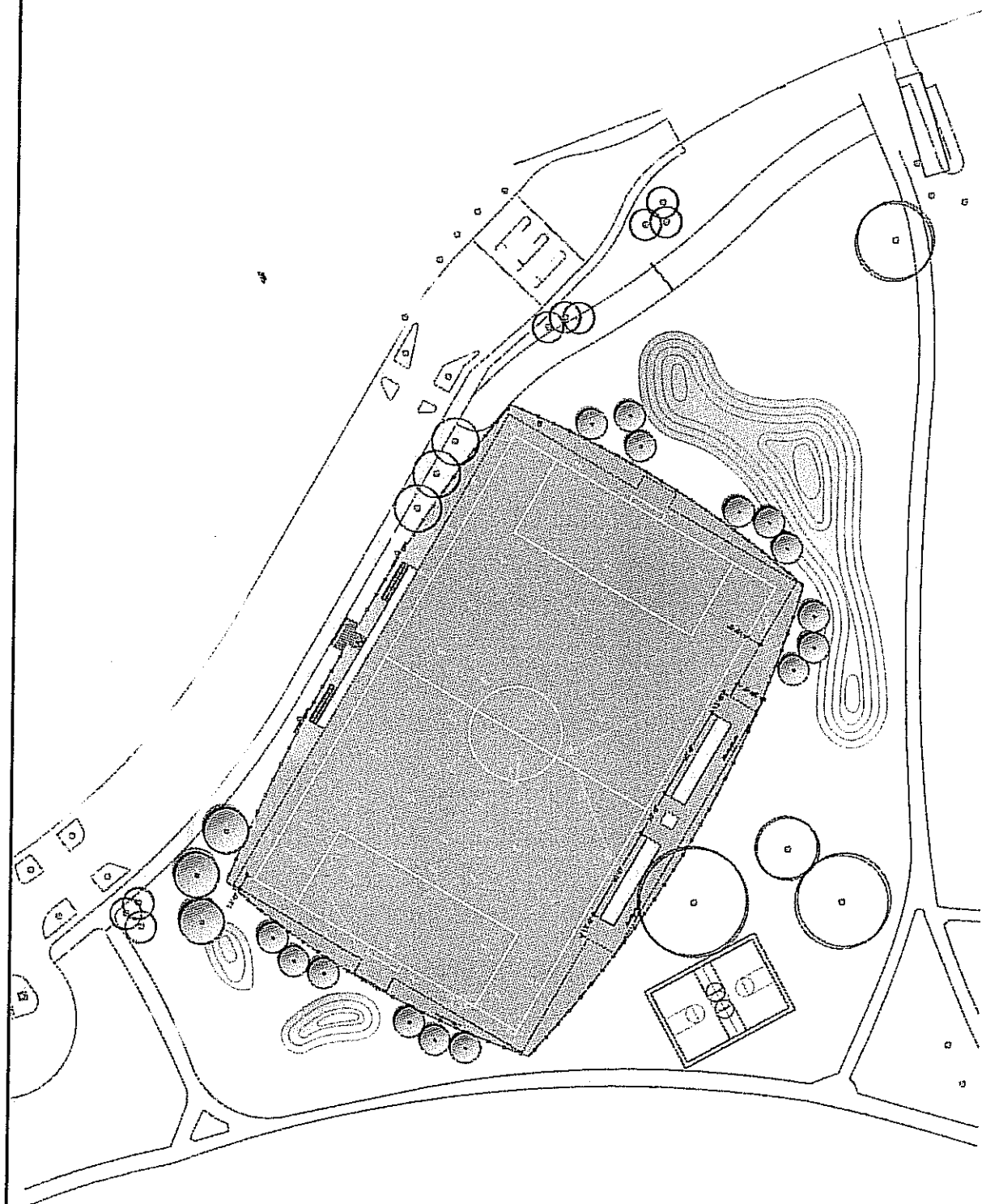
**THE LATIN SCHOOL OF CHICAGO**

By:   
Donald W. Firke  
Head of School

**EXHIBIT A**

**Site and Project Location**

See Attached Aerial Photograph



LINCOLN PARK SOUTH - SOCCER FIELD  
CHICAGO, ILLINOIS

PRELIMINARY SITE PLAN

JJR  
NOVEMBER 10, 2006

## **EXHIBIT B**

### **Rules and Regulations**

See Attached

## **EXHIBIT C**

### **Schedule of Field Usage**

#### **I. Latin Usage Periods**

##### Fall Preseason – August 15 – August 31

Monday-Friday	8am - 12pm and 1pm-5pm
Saturday	9am - 1pm

##### Fall Sports Season – September 1 – October 31

Monday-Friday	3pm - 7pm
Saturday	9am - 3pm
Sunday	12pm – 4pm

##### Spring Preseason – March 1 – March 31

Monday-Friday	3pm - 7pm
Saturday	9am - 1pm
Spring Break*	9am-12pm

\* either the third or fourth week of March at the election of Latin with notice to the Park District

##### Spring Sports Season – April 1 – May 31

Monday-Friday	3pm - 7pm
Saturday	9am - 3pm
Sunday	12pm – 4pm

##### Summer Camp Season – June 15 – July 31

Monday-Friday	9am - 1pm
---------------	-----------

#### **II. Off-season Periods**

December –February no scheduled use

#### **III. Park District Usage Periods**

All other times not otherwise specified above, provided however, that the Park District agrees that it shall make the field available for general public use.



## **EXHIBIT D**

### **INSURANCE REQUIREMENTS**

#### **1) Worker's Compensation and Employer's Liability Insurance**

Worker's Compensation and Occupational Disease Insurance, in accordance with the laws of the State of Illinois, and Employer's Liability coverage, covering all employees of Contractor with limits of not less than \$1,000,000 for each accident or illness.

#### **2) Commercial General Liability Insurance**

Commercial General Liability Insurance on an occurrence basis or equivalent, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, property damage and personal injury, including, but not limited to, coverage for premises/operations, products/completed operations with extension of two (2) years, contractual liability, independent contractors, broad form property damage, property under care/custody, control, and explosion/collapse/underground (XCU) hazards, if applicable. The Park District is to be named as an additional insured on a primary, non-contributory basis.

#### **3) Excess Liability Insurance**

Excess Liability Insurance with limits not less than \$5,000,000. The Park District is to be named as an additional insured on a primary, non-contributory basis.

#### **4) Automobile Liability Insurance**

Commercial Automobile Liability Insurance, covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

#### **5) Provisions**

The foregoing insurance coverage shall be primary insurance as respects the Park District, its officers, officials, employees and volunteers. The insurance policies required by this **Exhibit D** shall provide that coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits until the insurer shall have provided ten (10) days prior written notice by certified mail, return receipt requested, to the Park District at the address set forth on the certificate evidencing such insurance. Insurance is to be placed with insurers authorized to do business in the State of Illinois with a Best's rating of no less than A:VII covering all operations under this Agreement. Exceptions to this clause are only at the discretion of the Director of Risk Management.

Latin shall furnish the Chicago Park District with a certificate(s) of insurance and endorsements effecting coverage required by this **Exhibit D**. The certificate(s) and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The

certificate(s) and endorsements are to be received and approved by the Director of Risk Management. The Park District reserves the right to request complete certified copies of all required insurance policies at any time.

Latin will furnish Park District with certificates of insurance evidencing the required coverage to be in force on the effective date of this Agreement, and renewal certificates of insurance, or such similar evidence, if the coverages have an expiration or renewal date during the term of this Agreement. Latin will submit evidence of insurance at the time of execution of this Agreement. Failure of Park District to obtain such evidence before permitting Latin to commence operations will not be deemed a waiver by Park District and Latin will remain under a continuing obligation to maintain insurance coverage.

The insurance certificate shall reference the permit number, professional service agreement number, contract number and/or description of work to be performed.

7) **Subcontractors.**

Latin shall require any and all contractors and subcontractors carry the insurance herein, or Latin or its general contractor may provide the coverage for any or all and, if so, the evidence of insurance submitted shall so stipulate. Latin, its contractors, and subcontractors agree that their insurers shall waive their rights of subrogation against the Park District provided any carriers of the Park District correspondingly waive their rights of subrogation, and further, expressly understand and agree that any insurance coverages and limits furnished by them shall in no way limit their liabilities and responsibilities specified within the Agreement or by law.

**EXHIBIT E**

**Form of Park District Permit**



# **CAPITAL CONSTRUCTION DEPARTMENT CHICAGO PARK DISTRICT**

## **ACCESS PERMIT REQUIREMENTS**

All contractors not under direct contract with the Chicago Park District who will be performing work on Park District property are required to obtain an Access Permit from the Chicago Park District Department of Capital Construction.

### **CPD Senior Project Manager Information:**

Name: Claudine Malik

Address: Chicago Park District  
Capital Construction Dept.  
541 North Fairbanks Ct.  
Chicago IL 60611

Phone: (312) 742-4660

Fax: (312) 742-5347

E-mail: [claudine.malik@chicagoparkdistrict.com](mailto:claudine.malik@chicagoparkdistrict.com)

### **Submittal Requirements**

To apply for the CPD Access Permit, the contractor must submit the following to the CPD Department of Capital Construction:

1. A letter on the contractor's official letterhead requesting the permit, which includes:
  - a. Detailed description of the scope of work.
  - b. Anticipated start-of-work date.
  - c. Anticipated end-of-work date.
2. An "Exhibit A" consisting of a detailed site plan of each proposed work location; site plan to include:
  - a. Proposed access routes to and from the site.
  - b. Proposed site security fencing and gate access. All security fencing to be chain link, 6 foot height minimum.
  - c. Location of proposed alternate routes and signage for pedestrian and bicycle traffic which may be restricted or redirected due to construction activities and/or construction vehicle access requirements.
  - d. All trees located within the security fenced area, which must have tree protection.
3. A Certificate of Insurance from the contractor complying with the requirements set forth in the "Exhibit B: Access Permit Insurance Requirements", including:
  - a. Naming the Chicago Park District as the Certificate Holder.
  - b. Naming the Chicago Park District as the Additionally Insured.

4. The signature page of "Exhibit C: Access Permit Special Provisions" (attached) signed by the applicant indicating that the applicant has read and agrees to all the provisions detailed in each document:
5. The signature page of "Exhibit D: CPD Code and/or Permit Violations" (attached) signed by the applicant indicating that the applicant has read and agrees to all the provisions detailed in each document:
6. A copy of the contractor's complete Environmental Insurance Policy.
7. A fully refundable security deposit in the amount determined by the Department of Capital Construction, check to be made out to the Chicago Park District. This deposit will be refunded upon review and acceptance, by CPD personnel, of the final site conditions when work is complete.
8. A non-refundable permit fee in the amount of \$ 61.00, check to be made out to the Chicago Park District.
9. Construction Drawings (when applicable):

If the proposed work requires a City of Chicago Building Permit, the contractor must submit five (5) sets of construction drawings to the CPD Department of Capital Construction, for CPD review. The drawing set must be identical to that submitted for City permitting. The contractor should allow at least one (1) week for CPD review. After review and approval of the construction drawings, the CPD Department of Capital Construction will process the applicant's CPD Access Permit application.

**Please note: Contractors with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued permit extensions or permits for new work until the outstanding assessments are paid in full.**



## DEPARTMENT of CAPITAL CONSTRUCTION CHICAGO PARK DISTRICT

# ACCESS PERMIT REQUIREMENTS

### EXHIBIT "B" ACCESS PERMIT INSURANCE REQUIREMENTS

The following insurance requirements constitute a condition of permit in connection with, but not limited to, any use, removal, construction, or alteration of Chicago Park District properties, or as may be authorized to be done by private parties. Wherever the word Permittee occurs below, it shall be construed to mean Permittee, its employees, agents, contractors, subcontractors, consultants, and the owner.

It is understood that the Permittee shall obtain and maintain insurance outlined below, covering all operations under this Permit. The Chicago Park District shall be furnished with certificates of insurance, naming the Chicago Park District as an Additional Insured; providing for 60 days advance written notice of cancellation, non-renewal, or a reduction in limits or coverage; and evidencing a waiver of subrogation against the Chicago Park District.

Certificate shall indicate permit number, description and location of the work, and dates encompassed by the Permit.

Permittee shall not commence work under this permit until all applicable requirements and limits specified have been approved by the Chicago Park District Risk Management Division.

#### 1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE

Workers' Compensation and Occupational Disease Insurance covering all employees, in accordance with the laws of the State of Illinois, with statutory limits, and Employer's Liability Insurance with limits not less than \$500,000 each incident or illness.

#### 2. COMMERCIAL GENERAL LIABILITY INSURANCE (PRIMARY AND UMBRELLA)

Commercial General Liability Insurance on an occurrence basis with limits not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, broad form property damage, independent contractors, and, if applicable, XCU (excavation, collapse, and underground hazards).

The Chicago Park District is to be named as an Additional Insured on a Primary, non-contributory basis.

Or, if work is being performed on behalf of the Chicago Park District, an Owner/Contractors Protective Liability Insurance Policy on an occurrence basis with dedicated limits for this project of not less than \$1,000,000 single limit per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage, including coverage for premises/operations, products/completed operations with extension of 2 years, contractual liability, broad form property damage, independent contractors, and, if applicable, XCU (excavation, collapse, and underground hazards) coverage, pollution liability and pollution clean-up, with no sunset clause. Permittee shall comply with any additional insurance requirements stipulated by Interstate Commerce Commission's Department of Transportation and Title 40 of the Code of Federal Regulation, Protection of the Environment.

The Chicago Park District is to be a Named Insured.

**3. Commercial Automobile Liability Insurance (Primary and Umbrella)**

Permittee shall provide Commercial Automobile Insurance covering all owned, non-owned and hired vehicles, including the loading and unloading thereof, with limits not less than \$1,000,000 combined single limits for bodily injury and property damage.

The Chicago Park District is to be named as Additional Insured on a primary, non-contributory basis.

**4. All Risk Builders Risk Insurance or Installation Floater**

If Permittee is undertaking any construction, including improvements, betterments and/or repairs, on behalf of the Chicago Park District, All Risk Builder's Risk Insurance or an Installation Floater covering the materials, equipment, machinery and fixtures that are or will be part of the permanent facility. Extensions of All Risk Builders Risk coverage shall include earthquake, flood, materials in-transit and off-site, utility interruption, debris removal and delayed opening.

**5. Pollution Liability Insurance**

When any pollution risk exposure is apparent, Pollution Liability Insurance shall be provided on a blanket basis covering bodily injury, property damage and environmental restoration for claims arising out of performance of services including handling, clean-up and excavation of waste and hazardous materials. Limits required for each shall be not less than \$1,000,000 each accident and general aggregate. Claims-Made policies shall provide an inception or retroactive date prior to the date of this agreement and be renewed each year for a period of three (3) years after termination of this agreement or provide an extended claims reporting period of not less than three (3) years after the termination of this agreement.

**6. Professional Liability Insurance**

When any professional services, such as architecture, auditing, construction design, engineering, mechanical design, or other service which requires professional certification and licensing by a governmental entity, is being provided to the Chicago Park District under the Permit, Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence for damages arising from any acts, errors or omissions. Coverage shall include severability of interest and cross-suit liability for consultants/sub-contractors. Claims-Made policies shall be renewed each year for a period of two (2) years after completion of the contract and shall have an extended reporting period of two (2) years. When renewed or replaced, the policy retroactive date must coincide with or precede start of work under the Permit.

**PROVISIONS**

All insurance coverages are to be placed with insurers authorized to do business in the State of Illinois with a Best's rating of not less than A:VII covering all operations under this permit, and all policies shall be endorsed to the state that coverage shall not be cancelled, non-renewed, or limits or coverage reduced without (60) days advance written notice by certified mail, return receipt requested, to the Chicago Park District, Risk Management Division. All policies shall be endorsed to be primary and non-contributory as respects the Chicago Park District, its commissioners, officers, employees, agents and employees.

Permittee shall furnish the Chicago Park District, Department of Capital Construction, 541 N. Fairbanks Ct., Chicago, Illinois 60611 (tel. 312-742-4660, fax: 312-742-5347) with original certificate(s) of insurance and any endorsements affecting coverage, signed by a person authorized by the insurer to bind or certify to coverage on its behalf, for approval by the Chicago Park District Risk Management Division.



# DEPARTMENT of CAPITAL CONSTRUCTION CHICAGO PARK DISTRICT

## ACCESS PERMIT REQUIREMENTS

### EXHIBIT "C"

### SPECIAL PROVISIONS

PERMIT #:

#### A. General

1. For purposes of this document, the term "Permitee" shall mean the entity listed as Permitee on the Chicago Park District Access Permit, and include the Permitee's employees, agents, contractors, subcontractors, consultants and the owner.
2. The provisions, terms, conditions and/or limitations set forth in this document are supplemental to those detailed in various other Access Permit documents, which include but may not be limited to:
  - a. Access Permit Requirements
  - b. Exhibit B - Access Permit Insurance Requirements
  - c. Exhibit D - Code and/or Permit Violations
3. Failure to abide by the provisions, terms, conditions and/or limitations set forth in these documents will be considered violation of the Permit, and may result in the assessment of fines and monetary damages as well as revocation or cancellation of the Permit.

#### B. Notification

1. Prior to commencement of work under this Permit, notification must be given to the following Park District personnel:

Name	Title	Phone
<b>Claudine Malik</b>	<b>Sr. Project Manager</b>	<b>312-742-4660</b>
2. Work on Park property is to be scheduled to avoid conflict with normal Park activities. The Permitee must obtain a listing of all events scheduled for the areas of work from the CPD contact listed above in item 1.
3. All requests to perform work outside the regular working hours as specified in the Permit, including nights, holidays and/or weekends, must be approved, prior to commencing work at these times, by the CPD contact listed above in item 1.
4. All requests to perform work of a different scope or nature than that specified in the Permit, including access and egress routes, must be approved, prior to commencement of the work, by the CPD contact listed above in item 1 and the CPD Department of Capital Construction.
5. All Permit questions and requirements should be directed to Claudine Malik, CPD Department of Capital Construction, at (312) 742-4660.

#### C. Permit Fee

1. A non-refundable fee of \$61.00 shall be charged for the issuance of each Permit unless otherwise noted as waived.



**D. Security Deposit**

1. At the time of execution of this Permit, Permittee shall pay a security deposit in the amount specified in the Permit. The amount of the security deposit shall be based upon the nature and scope of the work and the duration of the Permit.
2. Within thirty (30) days of either the expiration of this Permit or receipt of written notification from the Permittee that the work covered by the Permit is completed, whichever is sooner, the Park District shall inspect the area covered by the Permit. In the event that there is no damage to Park District property and there are no amounts due and owing under this Permit, the Park District shall refund the security deposit in full.
3. The Park District shall have the right to apply all or a portion of the security deposit to pay for any amounts due to the Park District from Permittee as a result of violations or breaches of this Permit or any other Permit issued by the Park District to Permittee, and may include, but may not be limited to, compensation for damage to Park District property or occupancy of any such Permitted area after the expiration of applicable Permit.

**E. Sequencing of Work**

1. Prior to beginning work:
  - a. All tree protection fencing must be in place before any equipment is brought to the site or any work is begun.
  - b. All construction or security fencing and emergency signage must be in place before any equipment is brought to the site or any work is begun.
  - c. All alternate pedestrian and/or vehicular routes must be established, and the appropriate signage and fencing (where required) must be in place before any equipment is brought to the site or any work is begun.
2. Upon completion of work all equipment must be removed from the site before the removal of any tree protection fencing, construction or security fencing, emergency signage or alternate pedestrian and/or vehicular routes, including paving, signage or fencing, may occur.

**F. Area of Work**

1. The areas to be occupied shall be limited exclusively to those shown on the attached plan, "Exhibit A."
2. This Permit does not authorize any work, access to or from the site or any other work-related activities on any areas not shown on the attached plan, "Exhibit A."
3. Use of any Park District property not specified on the approved "Exhibit A" plan will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages (see "Exhibit D, Code and/or Permit Violations").

**G. Duration of Work and Permit Extensions**

1. Work is to be performed only between the start-of-work and end-of-work dates specified in the Permit. If a time extension to the Permit becomes necessary to complete the work, the Permittee must apply in writing to the Department of Capital Construction for an extension at least two (2) weeks prior to the Permit expiration date.

2. Continuing work after the Permit has expired will be considered a violation of the Permittee's Access Permit provisions, and will result in the assessment of fines against the Permittee at the rate of \$500.00 per day until the Permit extension is granted or a new Permit is issued.
3. Work Interruptions
  - a. In situations where work is temporarily halted or interrupted for a length of time during which the Permit expires, the Permittee must apply for an extension as detailed above.
  - b. Failure to apply for an extension will result in the termination of the Permit.
  - c. Upon termination of the Permit, the site must be restored per section J of this document "Protection and Restoration of Park Property." Failure to restore the site will be considered a violation of the Permittee's Access Permit provisions, and will result in the assessment of fines against the Permittee at the rate of \$500.00 per day until the restoration is complete.
  - d. Prior to the resumption of work, the Permittee must apply for and be issued a new Permit. Application for new Permits must be accompanied by all the required documentation and fees.

#### **H. Regulatory Requirements**

1. Permittee shall comply with all Federal, State, Local and Park District rules, regulations, codes and ordinances and shall obtain permits from all involved governmental agencies and bureaus as required.
2. Access to the Park District site over boulevards, roadways and drives shall be in accordance with requirements and conditions set forth by the City of Chicago and other appropriate agencies.

#### **I. Parking**

1. The Permittee is responsible for and must see that all workers use only authorized parking facilities or street parking. The parking or driving of business or personal vehicles on lawn areas, under trees, within landscaped areas (whether fenced or unfenced) and/or on sidewalks is strictly forbidden.
2. Parking or driving of vehicles in unauthorized areas will be considered a violation of the Permit, and may result in the assessment of fines and monetary damages (see "Exhibit D, Code and/or Permit Violations).

#### **J. Protection and Restoration of Park Property**

1. General
  - a. Permittee shall take all precautions and safeguards necessary for the complete protection of the public and Park District employees and property.
  - b. Permittee shall ensure that all public walkways are maintained free and clear of construction debris during the construction period.
  - c. The site will be kept clean at all times and in a manner acceptable to the Chicago Park District.
  - d. Permittee shall provide at no cost to the Park District all security measures required by the Park District.

**2. Utilities**

- a. Permittee shall protect all underground and above ground utilities and adjacent facilities. The Contractor shall inform itself of the locations of all utilities in the vicinity of the Site and shall take suitable care to protect and prevent damage to such utilities from its operations.
- b. It is the sole responsibility of the Permittee to verify the existence and location of all utilities. The Park District does not guarantee the completeness or accuracy of the information shown on any plans regarding utilities, either publicly or privately owned, and the Permittee shall make its own investigation to determine the existence, nature and location of all utility lines and similar structures at the Site.
- c. The Park District will provide on-site utility locates for Park District property. The CPD Permit Coordinator must receive at least three days notice to set up any on-site locates. The initial site visit for CPD utility locates will be provided at no cost, but all subsequent requests for CPD assistance will be charged at the current prevailing wage.
- d. It shall be the Permittee's responsibility to protect those existing utilities which are to remain in operation during and after completion of the project, and any new utilities installed by others during the construction period.
- e. When performing work adjacent to existing utilities, utility equipment or structures, the Permittee shall maintain such utility equipment and structures in place at its own expense and shall co-operate with the Park District, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.
- f. The Permittee will be held fully responsible for any damages resulting from its construction operations, and it will be required to repair, replace or reconstruct any of the utilities damaged, or pay for having the work done, as required by the Park District, to the satisfaction of the Park District.

**3. Landscape Protection**

**a. General**

- 1) Landscape protection fencing must be in place before any equipment is brought to the site or any work begun and must be maintained intact for the duration of the work.
- 2) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas, including but not limited to lawns, planting beds and/or under the canopy of existing trees, is strictly prohibited.
- 3) All landscaped areas that are disturbed during construction shall be restored to their previous condition, including repair of ruts, new topsoil and regrading. All repaired lawn areas are to be sodded.

**b. Tree Protection**

- 1) All tree protection practices must conform to CPD Standard Specification for Tree Protection.
- 2) Tree protection zone fencing must be in place before any equipment is brought to the site or any work begun, and must be maintained intact for the duration of the work.

**4. Site Restoration**

- a. By the expiration date of this Permit, Permittee shall restore at no cost to the Park District all fencing, walks, roadways, curbs, benches and/or any other site features that are removed or damaged during the work to like conditions as existed prior to commencement of the work.
- b. All landscaping, including trees and grass areas, fencing, existing walks, roadways and curbs that are removed or damaged during the work shall be restored to like conditions as existed prior to commencement of the work. This also includes correcting, as approved, ruts created in grass, roadway and walk areas caused during the work.

**K. Safety**

1. Permittee or its agents shall take all precautions and safeguards necessary for the complete protection of the public, employees and Park property.
2. The Permittee shall provide all security traffic control, covering of open trenches and other safety measures reasonable required at the job site by the Chicago Park District at no cost to the Chicago Park District.
3. All excess materials resulting from the work shall be removed from Chicago Park District property in a timely manner and at no cost to the Chicago Park District.
4. Sidewalk, pedestrian walkway and/or bicycle path shall be repaired in a fashion that prevents deterioration or settling, thus eliminating an obstacle or abrupt change which may affect park patrons who are walking, jogging, riding bicycle, roller skating or roller blading. Should accidents or incidents occur due to such work performed by the Permittee or its agents, the Chicago Park District shall be covered and protected by the provisions of indemnification and insurance above.

**L. Limitations**

1. Permittee shall occupy only that area covered by this Permit and shall not infringe upon any other Park District property. Permittee shall not engage in any work beyond the scope of the description of work listed on the cover page or indicated on the drawings, maps or plans attached as Exhibit A.
2. Permittee shall provide at no cost to the Park District all necessary lighting, electrical energy, water and sanitary systems.
3. Permittee shall not discharge into storm sewers or Lake Michigan or the Chicago River any construction materials, food products, sanitary waste by-products or other environmentally unsafe material.
4. Permittee shall take all due precautions to prevent water pollution and/or environmental or ecological damage to the water quality of Lake Michigan and/or the Chicago River. Permittee shall strictly follow all guidelines and requirements of the Illinois Environmental Protection Agency and other reviewing and concerned agencies. If Permittee performs any environmental testing or remediation, it shall provide a copy of all environmental reports, findings and results to the Park District.
5. All questions and issues concerning waste discharge, whether in storm or sanitary sewers or Lake Michigan or the Chicago River, must be addressed by the Industrial Waste Division of the Metropolitan Water Reclamation District of Chicago (773) 821-2071 or emergency number (312) 787-3575.

**M. Liability**

1. The Permittee shall promptly and fully reimburse the Park District for all damages to Park District property and any work necessary to be performed by Park District forces as a result of this project within seven days of billing by the Park District.
2. The Park District shall not be responsible for the damage or loss of any equipment belonging to the Permittee during the operation of this Permit.
3. Permittee shall remove from Park District property at no cost to the Park District all excess materials resulting from the work upon expiration of this Permit.
4. Permittee shall forfeit its security deposit if it occupies the area covered by this Permit after the Permit's expiration. The Park District shall have the right to remove, at Permittee's cost, any materials or equipment left on Park District property after the expiration of the Permit.

**N. Insurance**

1. For the duration of this Permit and at all times in which Permittee is occupying Park District property, Permittee and its contractor and subcontractor(s) shall maintain insurance coverages in the amounts and types specified, and on the terms and conditions set forth in Exhibit B hereto.
2. It is further understood that the Permittee shall acquire all insurance required to safeguard their interest and forces during the work and shall indemnify, save and hold harmless the Chicago Park District, its officers, agents and employees against all claims for damage arising out of operations pursuant to this Permit.

**O. Indemnification**

Permittee shall indemnify, keep and save harmless the Chicago Park District, its commissioners, officers, employees, agents, volunteers and contractors (collectively, the Park District Indemnitees) from any and all loss, cost, damage, expense, judgment or liability of any kind whatsoever that the Park District Indemnitees may be put to or which may be recovered from the Park District Indemnitees by reason of or on account of anything done by the Permittee or by virtue of this Permit being granted.

**P. Prevailing Wage**

1. Permittee is required to pay not less than the general prevailing wage rates, as required by all applicable statutes as defined by the Illinois Department of Labor, Section 2 of the Prevailing Wage Act (820 ILCS 130/0.01 et seq.), to all laborers, workmen and mechanics performing work under this Permit.
2. Permittee understands and agrees to, upon request, compile and make available to the Park District and the Illinois Department of Labor a roster of all employees working on the project by name, trade and wage paid.

**Q. Work Hours**

Restrictions as to hours of use of the Permit apply as follows. Regular work hours are from 7:00 a.m. to 6:00 p.m. unless otherwise approved by Park District personnel. All work shall be scheduled to avoid conflict with normal park and recreational activities.

**R. As-Built Drawings**

Upon request by the CPD Permit Coordinator, the Permittee shall, upon completion of the work, provide one complete, legible set of mylar sepia's of the As-Built Contract Drawings to the Park District at the Permittee's expense.

**S. Cancellation**

This Permit is subject to cancellation or change at any time by the General Superintendent or authorized representative of the Park District.

**T. Disputes**

The General Superintendent or authorized representative shall decide all questions that arise with respect to this Permit including, but not limited to, the assessment of any fees or the reduction of the security deposit.

**U. Disclaimer**

1. It shall be understood that this Permit does not in any way create the relationship of joint venture or partnership between the Park District and the Permittee.
2. The issuance of this Permit does not indicate Park District approval of any of the elements of the proposed construction or relieve Permittee from its responsibilities for protection, repairing or replacing any public or private property affected by the construction or any other work performed under this Permit.
3. The issuance of this Permit does not relieve the Permittee from its responsibilities for protection, repair or replacement of any public or private property affected by the construction or any other work performed under this Permit.



**DEPARTMENT of CAPITAL CONSTRUCTION  
CHICAGO PARK DISTRICT**

**ACCESS PERMIT REQUIREMENTS**

**EXHIBIT "C"**

**SPECIAL PROVISIONS**

**PERMIT #:** \_\_\_\_\_

**SIGNATURE PAGE**

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Exhibit C: Special Provisions."

Respectfully submitted:

\_\_\_\_\_  
Signature of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Written Name of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Title of Authorized Officer or Representative of Permit Applicant



## DEPARTMENT of CAPITAL CONSTRUCTION CHICAGO PARK DISTRICT

# ACCESS PERMIT REQUIREMENTS

### EXHIBIT "D"

### CODE and/or PERMIT VIOLATIONS

All contractors performing work on Chicago Park District property are required, by the terms of their Contract and/or Access Permit, to comply with all Park District rules, regulations and codes.

The following, excerpted with slight modifications from the "Chicago Park District General Conditions For Construction Contracts," outlines the site construction practices required and expected of the Contractor. For the purposes of CPD Access Permit enforcement, the term "Contractor," as used in this excerpt, is understood to refer to the Permittee, and the terms "Work" and "Project" are understood to refer to the work as set out in the Permit.

Failure to comply with any of these provisions will be considered a violation of the Permittee's Access Permit with the Park District. The Park District may assess fines against the Permittee in response to a documented violation. Generally, fines are assessed at \$ 500.00 per violation per day. Violations which are ongoing will be fined at a rate of \$500 per violation per day until resolved to the satisfaction of the Park District.

When damage to Park District property has been documented, the Park District may assess monetary damages against the Permittee in an amount which represents the estimated cost to the Park District, as determined by the Park District, to repair, replace or otherwise remediate damage done to Park District property by the Permittee. This assessment is in addition to any fines assessed for the same violation.

**Contractors with outstanding or unpaid fines and/or monetary damages assessed from previous permitted (or non-permitted) work will not be issued permit extensions or permits for new work until the outstanding assessments are paid in full. Award of competitively bid contracts to any contractor with outstanding or unpaid fines and/or monetary damages will occur only after all outstanding assessments are paid in full.**

#### **A. Protection of Persons and Property.**

1. **Site Security Fencing:** The Contractor is required, prior to start of any work, to erect security fencing around the entire perimeter of work. Security fencing is to be chain link, minimum height of 8 feet. Gates through the fencing are to be of equal height as the fencing and fitted so as to preclude access when closed. The Contractor is responsible for the ongoing maintenance of the security fencing. Security fencing may only be removed when all work and site restoration are complete.
2. **Disruption of Park District Activities:** The Contractor shall not cause any disruption to Park District activities. Planned activities will be coordinated with the Park District and construction will be accomplished in accordance with the Project Schedule. Schedule revisions shall be made known to the Park District on a timely basis.
3. **Protection of Existing Structures and Property:**
  - a. **Damage to Existing Items.** The Contractor shall avoid damage, as a result of its operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other Contractors and the property of the Park District and others, and the Contractor shall at its own expense repair any damage thereto caused by its operations.



- b. Required Notices. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property owner or other party and such notice or notices shall be served in sufficient time as not to delay the progress of the Work.
  - c. Responsibility for Loss. The Contractor hereby agrees that it shall be responsible for loss or damage by fire or theft of equipment, material, or other property of the Park District, incurred while such equipment, material or other property is located in any field office or on the Site, and the Contractor further agrees that it shall repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Park District at no additional cost to the Park District.
  - d. Shoring, Bracing and Underpinning. The Contractor shall familiarize itself with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property and wherever required by law the Contractor shall shore-up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of the Site, which may be in any way affected by the excavations or other operations connected with the Work to be performed.
  - e. Salvage of Materials. If and wherever government-owned property such as cast iron manholes and catch basin frames and covers, inlet boxes and grates, and other roadway appurtenances are to be removed from the Work and are not to be reused in the Work, such roadway appurtenances shall be stored at a suitable place on the Site for removal by the governmental entity. Care shall be taken by the Contractor to prevent damage in its handling of these appurtenances.
4. Protection of Utilities.
- a. Verification by the Contractor. The Contractor shall inform itself of the locations of all utilities in the vicinity of the Site and shall take suitable care to protect and prevent damage to such utilities from its operations. The plans may show existing utilities lying within the limits of the Work, such as sewers, manholes, catch basins, gas mains, water mains, telephone and electrical duct lines, CTA facilities and similar structures. The Park District does not guarantee the completeness or accuracy of the information shown on the plans regarding utilities, either publicly or privately owned, and the Contractor shall make its own investigation to determine the existence, nature and location of all utility lines and similar structures at the Site. The Contractor shall verify the exact location of all utilities that may interfere with construction operations and shall report to the Park District any omissions and differences from the locations shown on the plans.
  - b. Removal of Abandoned Utilities. Where existing utilities are abandoned, such as sewers, water mains or other utilities within the excavated area, and it is necessary to remove same due to the construction, the utilities shall be removed by the Contractor, shall become its property and be disposed of as directed by the Park District.
  - c. Protection of Existing Utilities. It shall be the Contractor's responsibility to protect those existing utilities which are to remain in operation during and after completion of the project, and any new utilities installed by others during the construction period. The Contractor will be held fully responsible for any damages resulting from its construction operations, and it will be required to repair, replace or reconstruct any of the utilities damaged, or pay for having the Work done, as required by the Park District, to the satisfaction of the Park District.

- d. Private Utilities. Any Work required for the adjustment of private utilities shall be done by the company involved.
  - e. Maintenance of Existing Utilities. When performing Work adjacent to existing sewers, drains, water and gas lines, electric or telephone or telegraph conduits or cables, poles lines or poles, or other utility equipment or structures, which are located outside of the neat lines of the excavations to be made or of the structures to be constructed and which are to remain in operation, the Contractor shall maintain such utility equipment and structures in place at its own expense and shall co-operate with the Park District, utility company or other party owning or operating such utility equipment or structures in the maintenance thereof.
  - f. Restoration of Utilities. The Contractor shall be responsible for and shall repair all damage to any such utility equipment or structures caused by its acts, whether negligent or otherwise, or its omission to act, whether negligent or otherwise, and shall leave such utility equipment or structures in as good condition as they were in prior to the commencement of its operations; however, it is hereby agreed that any such utility equipment or structures damaged as a result of any act, or omission to act, of the Contractor may, at the option of the Park District, utility company, or other party owning or operating such utility equipment or structures so damaged, be repaired by said Park District, utility company, or other party and in such event the cost of such repairs shall be borne solely by the Contractor.
5. Protection of Streets, Alleys and Public Grounds.
- a. Safety Barriers and Lighting. If, in the prosecution of the Work, it shall be necessary to excavate or occupy any street, alley or public grounds, the Contractor agrees to erect and maintain such barriers and, during the night time, such lights as will effectually prevent the happening of any accident or damage to life, limb or property in consequence of such excavation or occupation of such street, alley or public grounds.
  - b. Damages. The Contractor shall be liable for all damages occasioned by the excavation or occupation of any street, alley or public grounds, or by carelessness of the Contractor, its agents, employees or workers and shall indemnify the Park District against all judgment rendered against it by reason thereof.
6. Landscape Protection
- a. General
    - 1) Driving, parking, dumping, stockpiling and/or storage of vehicles, equipment, supplies, materials or debris on or within landscape areas, including but not limited to lawns, planting beds and/or under the canopy of existing trees, is strictly prohibited.
    - 2) Landscape protection fencing must be in place prior to beginning of any work, and must be maintained intact for the duration of the work.
    - 3) All landscaped areas that are disturbed during construction shall be restored to their previous condition, including repair of ruts, new topsoil and regrading. All repaired lawn areas are to be sodded.
  - b. Tree Protection
    - 1) All tree protection practices must conform to CPD Standard Specification for Tree Protection.

- 2) Tree protection zone fencing must be in place prior to beginning of any work, and must be maintained intact for the duration of the work.
- c. Landscape Protection Violations.
  - 1) Landscape Protection Violations include, but are not limited to:
    - a) Tree/Landscape Protection fencing not in place prior to beginning of work;
    - b) Tree/Landscape Protection fencing damaged, removed, or not in place at any time during work;
    - c) Unauthorized removal of Tree/Landscape Protection fencing;
    - d) Encroachment in Tree/Landscape Protection fencing;
    - e) Placement of any materials within the Tree/Landscape Protection fencing;
    - f) Contractor or subcontractor business or personal vehicles parked under trees or on landscape areas (whether fenced or unfenced);
    - g) Contractor or subcontractor business or personal vehicles driving under trees or on landscape areas (whether fenced or unfenced);
    - h) Damage to any tree or other plant material or landscape area;
    - i) Unauthorized removal of any tree or other plant material;
    - j) Use of any tree or other plant material as anchorage; and
    - k) The attachment of any object, including but not limited to: signage, chains, ropes, wires, or handbills to any tree or other plant material.
  - 2) Fines. The Contractor will be fined \$500 for each occurrence of a Landscape Protection Violation, effective immediately upon notice of violation. Violations which are ongoing will be fined at a rate of \$500 per violation per day until resolved to the satisfaction of the Park District.
  - 3) Damaged Trees.
    - a) Trees that are damaged by the Contractor's operations or personnel shall be repaired or remediated by the Contractor as directed by the Park District.
    - b) The Contractor will be fined for damage to trees as follows: \$100 per square inch scraped or damaged bark; \$100 per diameter inch of broken limbs or branches. This shall be in addition to the Landscape Protection Violations fines noted above.
  - 4) Removed Trees.
    - a) Trees that are removed by the Contractor without authorization, or which are damaged by the Contractor's operation or personnel and are determined by the Park District to require removal, shall be replaced by the Contractor on an "inch for inch" size basis. The minimum acceptable size for replacement trees is four (4) inches diameter. Replacement trees must meet, be installed, guaranteed and maintained per Park District standards. Replacement tree variety(ies) and location(s) will be determined by the Park District. This shall be in addition to the Landscape Protection Violations fines noted above.
    - b) The Contractor will be fined for the removal of trees larger than 10 inch caliper (DBH) at a rate of \$100 per caliper inch (DBH). This shall be in addition to the inch for inch replacement requirements and the Landscape Protection Violations fines noted above.

**d. Protection of Existing Trees in the Right of Way (Parkways):**

- 1) **Protection of Trees.** The Contractor shall be responsible for the restoration of all damaged parkways to their original condition. It shall be the responsibility of the Contractor to protect all parkway trees from damage. Any damage to trees resulting from any Work at the Site shall be repaired or replaced at the Contractor's expense.
- 2) **Replacement of Damaged Trees.** The Contractor shall be required to replace any permanently damaged tree with a new trees of the same type on an "inch for inch" size basis; said new tree shall have a trunk with a minimum four (4) inch diameter.
- 3) **Scope of Protection.** The protection of trees shall include bridging, tunneling, drawing, drilling or boring underneath existing trees. The surface area directly adjacent to the tree trunk shall not be disturbed under the following guidelines:
  - a) Less than 5 inches DBH trees - 2 foot radius of the tree trunk with a minimum of 3 foot depth.
  - b) 5 inches to 20 inches DBH trees - 5 foot radius of the tree trunk with a minimum of 3 foot depth.
  - c) Over 20 inches DBH trees - 7 foot radius of the tree trunk with a minimum of 3 foot depth.
- 4) When bridging, tunneling, drawings, drilling or boring underneath existing trees; said work shall be accomplished directly beneath the center of the tree trunk.

**B. Precautions and Safety**

1. **Safety Precautions.** The Contractor shall take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Contractor shall furnish and install, subject to the approval of the Park District, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to insure the safety of workers and of engineers and inspectors during the performance of said Work. The Contractor will be required to conduct its Work so as not to unnecessarily obstruct the activities of other Contractors who also may be engaged in Work on this project or any public facility.
2. **Contractor's Responsibility.** Although the Park District will observe construction and give the Contractor its opinions and suggestions about safety defects and deficiencies, the Park District shall not be responsible for any unsafe working conditions. The Park District's suggestions on safety shall in no way relieve the Contractor of its responsibility for safety on the Project. The Contractor has sole responsibility for safety. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Park District.
3. **Safety Provisions.** Precautions shall be exercised at all times for protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated in accordance with safety provisions of the "Manual of Accident Prevention in Construction," published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.

4. First Aid. The Contractor shall keep on the Site completely equipped first aid kits readily accessible at all times. It shall designate some proper person on each shift, acceptable to the Park District, to be in charge of first aid and shall cause such person to receive proper instructions therein.
5. Fire Extinguishers. The Contractor shall furnish and place, in all buildings connected with the Work, a sufficient number of fire extinguishers, of a type and capacity approved by the Illinois Inspection and Rating Bureau.
6. Storage of Materials. Only such materials and equipment as are necessary for the construction of the Work, as determined by the Park District, shall be placed, stored or allowed to occupy any such space at the site of the work. If gasoline, flammable oils or other highly combustible materials are to be stored at the Site, they shall be stored in approved safety containers and placed in safe locations or where directed by the Park District.
7. Fires and Smoking.
  - a. The Contractor shall prohibit all lighting of fires on and about the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and shall use due diligence to see that such prohibition is enforced. "NO SMOKING" signs shall be furnished and posted by the Contractor.
  - b. No debris or waste materials shall be burned at the Site.
  - c. During construction, all cutting or welding operations shall be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care shall be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens shall be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguishers shall be provided at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant shall be placed nearby.
  - d. Combustible material, such as wood, crates, excelsior paper, rags or inflammable solvents shall not be allowed to accumulate, but shall be removed to a safe location and disposed of immediately after they have served their purpose.
  - e. Concentration of gas fumes shall be reported immediately to the Contractor who shall be responsible for clearing the area, and notifying the Park District and the relevant utility company(ies). All operations in the area shall be suspended until the source of such fumes has been located and corrected.
  - f. The Contractor shall arrange for the installation of necessary fire protection lines and equipment as required by the local fire marshal or the local fire department and as necessary to properly protect the building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed, tested, approved for use by the Park District in writing for temporary use.
  - g. Salamander heaters or similar forms of uncontrolled heaters shall not be used except with the special written permission of the Park District and City of Chicago fire marshal and then only when each salamander is maintained under constant supervision.
  - h. Gasoline shall be kept and handled from approved safety cans.

- i. All tarpaulins used for any purpose shall be made of fire, water and weather-resistant duck.
8. Emergency Safety Precautions. In an emergency affecting safety of persons or property, the Contractor shall act in a safe and reasonable manner to prevent threatened damage, injury or loss.

**C. Services and Use of Site**

1. Occupancy Interferences.
  - a. Minimal Interference. The Park District shall determine, in its sole discretion, the method of Work to be carried on to interfere as little as possible with the normal conduct of business in or around any positions of the building or structures in use at or near the Site.
  - b. Non-Interruption of HVAC. When the building or structures are presently in full time use and operation and will continue in normal use during application and installation of the Work, building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.
  - c. Advance Notice of Interruption; Temporary Services. The Contractor will serve written notification to the Park District requesting any anticipated interruption in any services at any facility at least two (2) weeks prior to disruption of services, allowing for temporary relocation of personnel, operations and equipment during the Work. The Contractor shall provide any temporary facilities deemed necessary by the Park District due to a disruption of services. The Park District, in its sole discretion, will determine the procedure, times of day and dates the Contractor may accomplish the Work and may reject or modify the Contractor's request.
  - d. Storage Locations. Storage of all materials and/or equipment shall be located in areas as designated and approved by the Park District, and scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied portions of the building.
2. Work Area. After the Permit is issued, the Contractor shall request assignment of a working area. If this assigned working area is not of sufficient size, the Contractor shall secure other space away from the Site at its own expense. The period of use of the assigned working area shall not exceed the number of calendar days or working days for completion of the Work as specified in the Permit.
3. Temporary Services and Utilities.
  - a. General.
    - 1) The Contractor shall be responsible for arranging for and providing all general services and temporary facilities as required for the proper and expeditious prosecution of the Work. The Contractor shall pay all costs for such general services and temporary facilities.
    - 2) Temporary connections for water, electricity and heat including installation, maintenance and removal, of such facilities shall be at the Contractor's expense.
    - 3) The Contractor shall pay the cost of all water, telephone, and electricity during the construction period.

- b. Utilities. The Park District may in its sole discretion elect to give the Contractor access to utilities, such as electrical, water, sewage, etc. If the Park District so elects, the Contractor will be required to pay for these services at current rates. The Park District will identify service tie-in points but connections to these tie-in points shall be the responsibility of the Contractor. The Park District shall not be liable for any claims for costs associated with temporary outages or unavailability of these utilities.
  - c. Water.
    - 1) The Contractor shall provide temporary water connections as required for drinking and construction purposes.
    - 2) The Contractor shall note that the Park District reserves the right to regulate the use of water, and may impose restriction on such use in the event water is being used carelessly by the Contractor.
    - 3) Water and facilities for obtaining water for sanitary purposes, drinking, mixing concrete and for all other purposes shall be provided by and at the expenses of the Contractor. The water shall be obtained from the mains of the Chicago Water System, except as may be provided in the Plans and Specifications. Except with special permission from the Park District and the City of Chicago Department of Water, connections for water shall not be made to the City of Chicago fire hydrants.
  - d. Light and Power. The Contractor shall furnish the electrical energy and shall furnish and install all wiring, electrical services, lighting units, insulated supports for wiring and all other electrical equipment together with all other incidental and collateral Work necessary for the furnishing of the temporary power and lighting facilities for the Work to be done under the Contract, all at no additional cost to the Park District.
  - e. Toilet Facilities. Except as otherwise specifically provided herein, the Contractor's personnel will normally be permitted to use toilet facilities on Park District premises subject to regulations and control of the Park District staff. In the event Work is in a remote area or that Park District facilities are not available, adequate and suitable temporary facilities shall be provided by the Contractor at its own cost and expense.
4. Parking Restrictions.
- a. The Contractor and subcontractor employees shall be required to park their vehicles in a legal manner at all times.
  - b. The parking or driving of Contractor or subcontractor business or personal vehicles under trees or on landscape areas (whether fenced or unfenced) is strictly forbidden.
5. Truck Traffic. The Contractor shall require that all trucks entering or leaving the Site with loose materials be loaded and covered in a manner that will prevent dropping of materials on streets and/or Park District property while in transit. Suitable tarpaulins shall be placed over the loads for materials subject to blowing.
6. Temporary Construction Signs. Contractor shall obtain from the Park District, erect and maintain for the duration of the work "Caution Construction Area Keep Out" signs. The number of Construction Signs required will vary according to project size and location, and will be determined by the Park District.

**D. Health Safety and Sanitation.**

1. Environmental Control. In performing the Work, the Contractor shall become thoroughly familiar with all federal, state and local statutes, ordinances and directives and all other Environmental Requirements with respect to the elimination of excessive noise and pollution of air, water, soil and any other mediums due to his construction and other operations.
2. Clean Up.
  - a. Debris and Rubbish. During the construction, the Contractor shall keep the Site and adjacent premises as free from materials, debris and rubbish as is practicable and when directed shall immediately remove same entirely when, in the opinion of the Park District, such material, debris, or rubbish constitutes a nuisance, a safety hazard or is objectionable in any way to the public. Haul roads, streets and public areas shall be swept daily.
  - b. Restoration of the Site. Upon completion and before final acceptance of the Work, the Contractor shall remove from the Site and adjacent premises all machinery, equipment, surplus materials, falsework, excavated and useless materials, rubbish, temporary buildings, barricades and signs and shall restore the Site to the same general conditions that existed prior to the commencement of his operations. If the Contractor fails to clean up to the satisfaction of the Park District, the Park District may do so and the cost thereof shall be charged to the Contractor.
  - c. Cleaning. The Contractor shall clean off all cement streaks or drippings, paint smears or drippings, rust stains, oil, grease, dirt and any other foreign materials deposited or accumulated on any portion of his Work or existing work due to his operations.
  - d. Maintenance Disputes. If a dispute arises among the Contractor and the Park District as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Park District may clean up and allocate the cost among those responsible as the Park District determines to be just.
3. Fire Protection. Fire protection shall comply with all applicable fire regulations and with all specific regulations of the City of Chicago and Park District and shall include the following:
  - a. An ample number of suitable, fully charged fire extinguishers shall be provided as approved. Also provide water type fire extinguisher for combustible materials in case of fire prior to daily removal of debris from the Site.
  - b. All tarpaulins or other protective coverings shall be of approved flameproof material.
  - c. Not more than one (1) day's supply of flammable liquid including oil, gasoline, paint or solvent shall be brought to the Site at any one time. All 110 degree F or below flash point liquids shall be confined to "U.L." approved safety cans. No open fires of any type will be permitted.
4. Snow and Ice Removal. Remove snow and ice which may impair progress of Work, be detrimental to workers, or impair trucking to and from point of delivery at job site, subject to whatever directions the Park District may give the Contractor.
5. Glass Breakage. All glass broken or damaged during construction shall be replaced by the Contractor or Subcontractor responsible for the breakage or damage.



**6. Sanitation.**

- a. The Contractor shall enforce among its employees such regulations in regard to cleanliness and the disposal of garbage and wastes as shall be conducive to their health and tend to prevent the inception and spread of contagious and infectious disease among them. The Contractor shall provide an ample supply of suitable, pure drinking water and shall take such means as the Park District may direct to effectively prevent the creation of a nuisance on any part of the Site or adjacent streets or property.
- b. Necessary sanitary conveniences for the use of the laborers on the Work, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved and their use shall be strictly enforced.
- c. The manner of disposing of waste shall be such that all waste is legally disposed of without creating a public nuisance or health hazard and in accordance with EPA, Illinois EPA and Illinois Department of Public Circular No. 815 or Educational Health Circular No. 4.001 and all other applicable Environmental Requirements.
- d. The Contractor shall also comply with all rules and regulations of the federal, state and local governments and the Chicago Health Department

**7. Public Convenience.**

- a. All hauling and operations of equipment and all other necessary operations shall be so conducted as to cause a minimum of noise, vibration and inconvenience to the normal activities of the occupants of property and buildings in the vicinity of the Work. Whenever the Park District determines that any type of operation constitutes a nuisance, the Contractor shall immediately proceed to conduct his operations in an approved manner.
- b. The Contractor shall, at all times, conduct the Work in such a manner as to ensure the least obstruction to vehicular and pedestrian traffic. Normal vehicular and pedestrian traffic on all adjacent streets, bridges, overpass structures and ramps shall be maintained at all times during the performance of the Work. Whenever such obstruction or interference is unavoidable, attention is called to the necessity of obtaining permits from the appropriate municipal or public agency before proceeding with the Work. Wherever necessary, the Contractor, at its expense, shall provide all temporary facilities that may be required to maintain vehicular and pedestrian traffic and access to all property.
- c. Whenever any part of a street is obstructed or closed to traffic, the Contractor shall provide, erect and maintain at its own cost and expense, all of the approved barricades, signs, lights and reflectors necessary to provide safe and convenient public travel. The Contractor shall also provide, at its expense, any flag persons that may be required for warning and directing traffic.
- d. The Park District may at any time require additional provisions if such are deemed necessary for public safety or convenience.
- e. The Contractor will be held responsible for all damage or injury, even though barricades, signs, lights, reflectors and flag persons are furnished herein specified.

8. Health and Safety.
  - a. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Work. The Contractor shall take any precautions that may be necessary to render all portions of the Work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the Work. The Contractor shall furnish and install, subject to the approval of the Park District, all necessary facilities to provide safe means of access to all points where Work is being performed and make all necessary provisions to ensure the safety of the workers and of engineers and inspectors during the performance of the Work. The Contractor will be required to conduct its Work so as not to unnecessarily obstruct the activities of other Contractors who also may be engaged in Work on the same Site or any public facility.
  - b. The Contractor shall comply with the requirements of Regulations 29 CFR Part 1926 (Originally CFR Part 1518) - Safety and Health Regulations for Construction of the William-Steiger Occupational Safety and Health Act of 1970 (Federal, OSHA). Copies may be obtained from the Regional Administrator of the Department of Labor, Federal Office Building, Chicago, Illinois.
  - c. If the Park District calls the Contractor's attention to any violation of this Act, work shall be immediately suspended and all personnel removed from the danger until the violation has been remedied.
  - d. In accordance with chapter 125 of the Municipal Code of the City of Chicago, the Contractor shall notify the Fire Marshal of blasting and other hazardous operations.
  - e. The Contractor's attention is directed to the 'Health and Safety Act' of the State of Illinois, approved March 16, 1936, and as subsequently amended, and "Health and Safety Rules," latest edition, as published under the provisions of the Act by the Industrial Commission, to provide reasonable protection to the lives, health and safety of all persons employed under the Contract. Such Act and rules, and the applicable parts thereof, shall be considered as part of the Permit Agreement.
  - f. The Contractor's attention is directed to "Health and Safety Act" of the State of Illinois, approved March 16, 1936 and as subsequently amended. The rules pursuant to this Act are on file with the Secretary of State of Illinois and are identical in every respect with the standards in effect under the Federal OSHA law, pursuant to orders of the Illinois Industrial Commission. The federal and state standards require that the Contractor provide reasonable protection to the lives, health and safety of all persons employed under the Contract. Such act and rules and the applicable parts thereof shall be considered as part of the Permit Agreement.
  - g. The Contractor shall comply with all laws regarding blasting or use of explosives, including those set forth in Title 15 of the Municipal Code of Chicago, Ch. 15-4, Art. 5, and Ch. 15-20, Art. 1.
9. Stove Heaters. Stove heaters in temporary offices and sheds shall be properly installed to protect combustible walls, floors and roof.

**E. Access to Buildings.**

1. It shall be the Contractor's responsibility, through the Park District and appropriate Park District staff, to obtain access to buildings and facilities and arrange for the buildings to be opened and closed. It shall be the Contractor's responsibility to arrange for adequate security of the building(s) at the end of each work day, on weekends and at all other appropriate times.
2. It is the responsibility of the Contractor to prohibit the opening of locked areas by the Contractor's employees to permit the entrance of any persons other than the Contractor's employees engaged in the performance of assigned work in those areas.
3. Provisions associated with this clause may be applied at the Subcontractor level when authorized by the Park District staff.

**F. Energy Conservation.**

The Contractor shall comply with energy conservation plans, and promote efficient use of all energy. In addition, the Contractor shall:

1. Use lights only in areas where work is actually being performed.
2. Turn off faucets, valves, and equipment after required usage has been accomplished.
3. Not use Park District telephones for personal reasons nor make any toll or long-distance calls.

**G. Salvage and Salvage Disposal.**

1. The material and equipment which are removed or disconnected and, in the opinion of the Park District, are of value, but are not specified for reuse, shall remain the property of the Park District. The Park District representative shall be informed of the presence of the property and disposition instructions shall be requested.
2. Debris, rubbish, hazardous waste, and non-usable material resulting from any Work to which the Park District does not claim a further interest as a result of the preceding paragraph shall be disposed of by and at the expense of the Contractor at a location off Park District property. Hazardous wastes must be disposed of in accordance with the Resources Conservation and Recovery Act and Environmental Requirements.



**DEPARTMENT of CAPITAL CONSTRUCTION  
CHICAGO PARK DISTRICT**

**ACCESS PERMIT REQUIREMENTS**

**EXHIBIT "D"**

**CODE and/or PERMIT VIOLATIONS**

**PERMIT #:** \_\_\_\_\_

**SIGNATURE PAGE**

I have read, understood and agree to abide by all the terms, conditions and limitations contained in "Exhibit D: Code and/or Permit Violations."

Respectfully submitted:

\_\_\_\_\_  
Signature of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Written Name of Authorized Officer or Representative of Permit Applicant

\_\_\_\_\_  
Title of Authorized Officer or Representative of Permit Applicant



---