

## LEASE AGREEMENT

### CHICAGO CHARTER SCHOOL FOUNDATION (Carver Middle School Building)

THIS LEASE AGREEMENT ("Lease") dated this 1<sup>st</sup> day of July, 2010 (the "Effective Date," is entered into by and between the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Landlord") and **CHICAGO CHARTER SCHOOL FOUNDATION**, an Illinois not for profit corporation ("Tenant").

#### RECITALS:

Landlord controls the property, commonly known as Carver Middle School located at 801 E. 133<sup>rd</sup> Place, Chicago, Illinois, including the land any and all improvements and appurtenances constructed thereon (collectively the "**Premises**").

B. Landlord desires to lease the Premises to Tenant and Tenant desires to so rent the Premises from Landlord for a charter school campus and related educational and community programs, and for no other purposes.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **CHARTER SCHOOL AGREEMENT.** Landlord and Tenant have entered into a Charter School Agreement pursuant to which Tenant was granted a charter for the purpose of operating a charter school campus ("**Charter School Agreement**"). The Charter School Agreement is, by this reference, incorporated into this Lease and made a part hereof as if stated in its entirety.

2. **GRANT/TERM.** Landlord hereby leases the Premises to Tenant and Tenant hereby leases the Premises from Landlord, upon the terms and conditions hereinafter set forth, for a term commencing on the Effective Date and ending on June 30, 2012. Notwithstanding the foregoing, if the charter under Tenant's Charter School Agreement is terminated or not renewed for any reason, or if the Tenant otherwise ceases to operate the Premises for the Use, this Lease shall terminate on the first to occur of: (i) the date said charter is terminated or not renewed; or (ii) the date Tenant ceases to operate the Premises for the Use in accordance with the terms of this Lease.

3. **USE.** Tenant shall be permitted to use the Premises for a charter school and related educational and community programs and for no other purpose (the Use).

4. **DELIVERY OF PREMISES.** Except as expressly set forth in this Lease, including without limitation on **Exhibit C** attached hereto, Landlord shall deliver to Tenant possession of the Premises on the Effective Date in an AS-IS and WHERE-IS condition, Landlord making no representations or warranties of any nature whatsoever as to

of this Lease. Upon the occurrence of any of the foregoing, Tenant shall have the option to choose change its option regarding procurement of its Operating Services.

(iii) A list of Operating Services provided by Landlord, and estimates of the current rates of such Operating Services, shall be provided to Tenant prior to execution of this Lease. If Tenant desires to procure any such Operating Services from Landlord, Tenant shall make such election on the Facility Services Request form provided by Landlord (a copy of which is attached hereto as **Exhibit A** and, by this reference, made a part hereof).

**B. Shared Occupancy with a Chicago Public School or contract school.**

In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with a Chicago Public School or a contract school, Tenant's sole option (while sharing the Premises) shall be to procure all of the Operating Services from Landlord.

**C. Shared Occupancy with an additional charter school.** In the event Tenant shares the Premises, at any time during the Term or any renewed or extended term, with an additional charter school(s), both or all such schools sharing the Premises must, collectively, select one option (as set forth in section A(i) above) regarding the procurement of Operating Services. Such election shall be made in accordance with Section A above.

Notwithstanding anything in Sections 6 B and 6 C above, Landlord acknowledges and agrees that Tenant shall have sole occupancy of the Premises during the Term. In the event Tenant shall change its election from Landlord provided Operating Services to third party provided Operating Services, Tenant shall, at the request of Landlord, and at Tenant's sole cost and expense, return to Landlord any and all supplies and equipment provided by Landlord for the purpose of providing the Operating Services.

Tenant agrees that, if it opts to procure any Operating Services from a third party, Tenant shall ensure that all such Operating Services are provided according to the same standards provided by the Landlord in its other schools. Landlord shall provide to Tenant, in writing, Landlord's standards (the "**Standards**"). Landlord shall, at Tenant's sole cost, inspect the Premises up to four (4) times per year; provided, however, in the event Tenant holds the type of tenancy set forth in section C above, the cost of such inspections shall be shared equally by all occupants. Tenant's share of the cost of any such inspections shall be deducted from the Quarterly Payments. In the event that any third party Operating Services fail to meet Landlord's standards, Tenant must comply with Landlord's Standards within fifteen (15) days after Landlord has notified the Tenant by written notice of such failure, except in the case of a failure which cannot be remedied within said fifteen (15) days, and where Tenant shall have commenced and is diligently pursuing all necessary action to comply with Standards. Tenant shall have an additional sixty (60) days to comply with such Standards. In the event Tenant is unable or to remedy such failure within the appropriate time frame, Landlord shall have the right to provide such Operating Standards to Tenant and to deduct the Operating Expenses of

Landlord, a copy of which is attached hereto as **Exhibit B**, together with a list of signatory unions, and by this reference, incorporated herein (the "**Project Labor Agreement**"). Tenant acknowledges familiarity with the requirements of the Project Labor Agreement, its applicability to any alteration, remodeling or other construction that may be done on the Premises, and further agrees to comply with the Project Labor Agreement in all respects.

9. **TENANT'S COVENANTS**. Tenant shall be bound by the covenants contained in this Section 9 at all times during the Term and any extension or renewal hereof.

A. **Use and Obligations**. Tenant shall use the Premises only for the Use and to promptly perform all of its obligations set forth herein.

B. **Obtain and Comply with Permits**. Tenant shall apply for, secure, maintain and comply with all licenses or permits which may be required for the conduct by Tenant of the business herein permitted to be conducted in the Premises and to pay, if and when due, all license and permit fees and charges of a similar nature in connection therewith;

C. **Performance of Work**. Tenant shall perform all work on the Premises in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. All work performed by Tenant within the Premises shall be accomplished in accordance with the Project Labor Agreement and only by qualified contractors and, if the work is in excess of Ten Thousand and 00/100 Dollars (\$10,000.00), pursuant to contracts and plans, all of which shall first be approved by Landlord's Chief Operating Officer or designee, which approval shall not be unreasonably withheld. Tenant shall not commence any such work until Landlord's Chief Operating Officer or designee has been provided with insurance certificates evidencing that the contractors and subcontractors performing such work have, in full force and effect: (i) adequate worker's compensation insurance as required by the laws of the State of Illinois; and (ii) public liability and builders risk insurance in such amounts and according to terms reasonably satisfactory to Landlord.

D. **Landlord's Access**. Tenant shall permit Landlord, or Landlord's agents, employees and mortgagees at reasonable times to enter any portion of the Premises occupied by Tenant for any of the following purposes: (i) inspection of the Premises; (ii) making repairs, additions or alterations to the Premises; and (iii) showing the Premises to prospective purchasers, lenders and tenants, and other persons having a legitimate interest in inspecting the same. Tenant agrees to provide Landlord with copies of all keys and combinations for all doors, locks vaults and safes on the Premises and the name and phone number of an individual to contact in the event of an emergency. In the event Tenant changes or replaces any locks, vaults or safes on the Premises, or the emergency contact, Tenant shall provide to Landlord, upon such changes or replacement, a copy of the new key or combination for such lock, vault or safe and the name and phone

In the event Tenant desires to license portions of the Premises for short term usage by third parties, and Landlord consents to any such short term license: (a) Tenant agrees to have the Board Of Education of the City of Chicago added as an additional insured on the insurance required from licensee prior to licensing the Premises; and (b) one-half (1/2) of all proceeds from said license shall, upon Tenant's receipt thereof, be provided by Tenant to Landlord, and used to offset Operating Expenses.

- G. No Liens. Tenant shall not suffer any mechanics', laborers' or material men's liens to be filed against the Premises or any portion thereof or any interest therein by reason of any work, labor, services performed at, or materials furnished to, or claimed to have been performed at, or furnished to, the Premises, by or at the direction or sufferance of Tenant, or anyone holding the Premises by, through or under the Tenant.
- H. Signs. Tenant shall not affix, maintain or locate any signs, advertising placards, names, insignia, trademarks, descriptive material, fixtures, equipment or any other such like item or items on the Premises except such as shall have first been approved by Landlord, in writing. Nothing in this Section 9H shall be deemed to prohibit Tenant from, or require Landlords consent to Tenant, locating and maintaining such furniture equipment and other personal property at the Premises as necessary or desirable for the operation of the Premises as a school.
- I. Notice of Accidents. Tenant shall give Landlord prompt written notice of any accident, casualty, damage or other similar occurrence in or to the Premises of which Tenant has knowledge.
- J. Hazardous Materials. Tenant shall not, except for materials that are customarily used in school science laboratories or otherwise in connection with the operation of a school use, handle, generate, treat, store or dispose of, or permit the use, handling, generation, treatment, storage or disposal of any Hazardous Materials (hereinafter defined) in, on, under, around or above the Premises now or at any future time and will indemnify, defend and save Landlord harmless from and against any and all actions, proceedings, claims, costs, expenses and losses of any kind, including, but not limited to, those arising from injury to any person, including death, damage to or loss of use or value of real or personal property, and costs of investigation and cleanup or other environmental remedial work, which may arise in connection with the existence of Hazardous Materials in the Premises during the term hereof which existence is the result of the actions of Tenant, its agents, invitees, contractors, employees or licensees. The term "Hazardous Materials." when used herein, means without limitation, above or underground storage tanks, flammables, explosives, radioactive materials, radon.

its agents, employees, successors and assigns.

11. **SURRENDER OF PREMISES UPON TERMINATION.** Upon termination of this Lease, by lapse of time or otherwise, the Tenant shall remove any and all of its properties, supplies, and equipment of all kinds from the Premises and shall deliver to the Landlord a) the Premises, in as good a state or condition as when entered upon, less reasonable use and wear thereof, and damages by fire and accident excepted, provided, however, Tenant shall restore any classrooms, offices or other facilities that have been reconfigured, subdivided or painted by Tenant, or pursuant to Tenant's authorization or request, to their original configuration and condition prior to the commencement of this Lease, unless such changes were required by any federal, state or municipal law or regulation; and b) all keys and combinations for all locks, doors, safes and vaults on the Premises.

12. **INSURANCE.**

A. Tenant shall maintain, at all times during the Term or any extension or renewal Term, in responsible companies approved by Landlord, which approval will not be unreasonably withheld, general liability insurance, insuring Landlord and its agents and Tenant, as their interests may appear: (i) against all claims, demands or actions for injury to or death of any one person in an amount of not less than One Million and 00/100 Dollars (\$1,000,000.00); (ii) for injury or death of more than one person in any one occurrence in an amount of not less than Two Million and 00/100 Dollars (\$2,000,000.00); (iii) for damage to property in an amount not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of the Use in the Premises (Landlord shall have the right to direct Tenant to increase said amounts whenever it reasonably considers them inadequate) and (iv) in like amounts, covering Tenant's contractual liability under the indemnity provisions of this Lease. All of said insurance shall be in form, and carried with responsible companies, each reasonably satisfactory to Landlord and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice (ten (10) days for non-payment of premiums) to Landlord. The policies or duly executed certificates for the same (which shall evidence the insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Landlord on or before the commencement of this Lease and upon renewals of such policies, not less than fifteen (15) days prior to expiration of the term of such coverage. If Tenant fails to comply with such requirements, Landlord may obtain such insurance and keep the same in effect, and Tenant shall pay Landlord the premium cost thereof upon demand.

stucco; (xii) any act, omission or negligence of any other tenant, licensee or invitee or of any other persons or of other occupants of the Premises or of adjoining or contiguous buildings or of owners of adjacent or contiguous property; (xiii) any interruption of utility or heat or air conditioning service; and (xiv) any temporary blockage of direct access of or visibility to, from or of the Premises, unless such claims resulted from Landlord's gross negligence or intentional acts or omissions.

14. **TENANT DEFAULT.** If the Tenant is in default under this Lease and 1) such default shall continue for ten (10) days after Landlord has notified the Tenant by written notice of such default, or 2) in the case of a default which cannot be remedied within ten (10) days, and where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, then Landlord shall have all of its rights and remedies under law and equity including, but not limited to, curing the default or electing to terminate this Lease by providing Tenant written notice as provided for herein.

15. **CASUALTY AND CONDEMNATION.** If the Premises are damaged by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, rendering twenty-five percent (25%) or more of the Premises untenable, the Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. If there is any award or payment by the condemning governmental entity, Tenant shall not be entitled to any portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain

16. **NON-LIABILITY OF BOARD OFFICIALS.** Tenant agrees that no member, employee, agent, officer or official of the Landlord shall be personally charged by Tenant, its members if a joint venture, or any subcontractors with any liability or expense under the Lease or be held personally liable under this Lease to Tenant, its members if a joint venture, or any subcontractors.

17. **INDEMNIFICATION.** Tenant agrees to indemnify, defend and save Landlord and its mortgagees, agents, board members, officers and employees harmless from and against all liability, injury, loss, cost, damage and expense (including reasonable attorneys' fees and expenses) in respect of any injury to, or death of, any person, and from any damage to, or loss or destruction of any property while on the Premises or any portion thereof occasioned by any act or omission of Tenant, or anyone claiming by, through or under Tenant. The foregoing covenants are intended to survive the expiration of the Term or earlier termination of this Lease.

18. **SECURITY.** Subject to the Tenant's covenants under Section 9 E, the party responsible for security under Section 6 above agrees to implement and abide by the Landlord's policies and practices on safety and security, including, without limitation, the

C. Authority. The individual officers, agents and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

D. Entire Agreement and Amendment. This Lease, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease. No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Lease are of no force or effect.

E. Severability. If any provision(s) of this Lease is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this Lease shall remain in full force and effect.

F. Governing Law and Construction. This Lease shall be governed by, subject to and construed under the laws of the State of Illinois without regard to its conflicts of laws provisions.

G. Agency or Independent Contractor. Any service which Landlord is required or elects to furnish under this Lease may be furnished by any agent employed by Landlord or by an independent contractor.

H. Waiver. No waiver of any breach of this Lease shall be held as a waiver of any other or subsequent breach.

I. Inspector General. Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

J. 105 ILCS 5/34-21.3 Provisions: This Lease is not legally binding on the Landlord if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board of Education members during the one-year period following expiration of other termination of their terms of office.

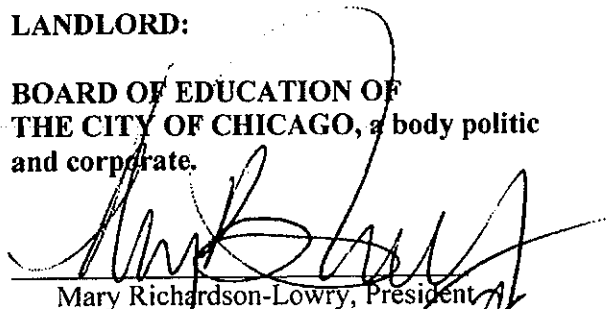
K. Board of Education Ethics Code. The Board of Education Ethics Code (04-0623-PO4), adopted June 23, 2004, and as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully set forth herein.

L. Board of Education Indebtedness Policy. Tenant agrees to comply with the Board of Education Indebtedness Policy (96-0626-PO3), adopted June 26, 1996, as amended from time to time, is hereby incorporated into and made a part of this Lease as if fully

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their duly authorized representatives as of the date first above written.

**LANDLORD:**

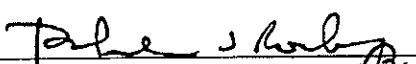
**BOARD OF EDUCATION OF  
THE CITY OF CHICAGO, a body politic  
and corporate.**

  
Mary Richardson-Lowry, President

Attest:   
Estela G. Beltran, Secretary 10/11/10

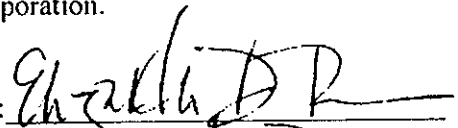
Board Report Number: 10-0224-0P1, 10-0526-AR2-33

Approved as to legal form: 10-0728-AR1-18

  
Patrick J. Rocks, General Counsel

**TENANT:**

**CHICAGO CHARTER SCHOOL,  
FOUNDATION, an Illinois not-for-profit  
corporation.**

By: 

Name: Elizabeth Purvis

Title: Executive Director

Attest:

By:  9/14/10

Name: THOMAS C. M'GRATH

Title: COO



EXHIBIT "A"

**Charter and Contract School Facility Services Request Form  
(for the term of FY11 through end of lease)**

School Name: CICS Larry Hawkins Unit Number: don't know  
Facility Name: Carver Middle School Bldg Address: 801 E. 133rd Place

<i>Optional Services</i>	<i>Mandatory Services</i>
CPS Operational Service: Yes  By choosing yes, CPS will provide the following services : <ul style="list-style-type: none"><li>• Engineering and Custodial Services</li><li>• Pest Control</li><li>• Snow Removal (if applicable)</li><li>• Landscaping (if applicable)</li></ul> CPS Safety and Security Personnel: No  CPS Information and Technology Services CPS LAN Services No CPS WAN Services No CPS Telephone Services No	Utilities <ul style="list-style-type: none"><li>• Gas</li><li>• Electricity</li><li>• Water</li></ul> Trash Removal  Asset Management <ul style="list-style-type: none"><li>• Portfolio Manager (PM)</li><li>• Area Facility Manager (AFM)</li></ul> Alarm Monitoring

On behalf of CICS Larry Hawkins School, I Thomas C. McGrath, acknowledge receipt of the supporting materials which detail the CPS Facility Services requirements for the facility named above, and agree to follow all applicable CPS regulations and standards as they related to the services selected above.

In FY 11, schools will be held harmless for days and hours in operation outside of CPS calendar. Charges for subsequent years are to be determined and announced prior to July 1. I understand that the selections I am making on this form will be binding for the term of my lease in the facility named above and that this completed form is and will become an exhibit to my lease agreement.

Electronic Signature: Thomas C. McGrath



Title: Chief Operating Officer

Phone Number: +1.312.651.5009

EXHIBIT B

**CHICAGO BOARD OF EDUCATION  
MULTI-PROJECT LABOR AGREEMENT**

This Multi-Project Labor Agreement ("Agreement") is entered into by and between the Board of Education for the City of Chicago ("Board" or "Trustees"), an Illinois governmental entity, and each of the undersigned labor organizations signatory hereto.

Because of the scope, cost and duration of, and important public purpose to be served by the construction and/or modernization of schools and school-related facilities by or related to the Chicago Public Schools ("CPS"), the parties to this Agreement have determined that it is in the public interest to have certain projects completed in the most timely, productive, economical and orderly manner possible and without labor disputes or disruptions of any kind that might interfere with or delay the projects.

The parties have determined that it is desirable to eliminate the potential for friction and disruption of these projects by using their best efforts and ensuring that all work is performed by the trade unions that are signatory hereto and which have traditionally performed and have trade and geographic jurisdiction over such work. Experience has proven the value of such cooperation and that such mutual undertakings should be maintained and, if possible, strengthened and that the ultimate beneficiaries remain the taxpayers, school children and public.

To further these goals and to maintain a spirit of harmony, labor-management cooperation and stability, the parties agree as follows:

1. During the term of this Agreement, the Board shall not contract or subcontract, nor permit any other person, firm, company or entity to contract or subcontract, any construction, demolition, rehab or renovation of any Board property, at any of its sites or locations where work in furtherance of the projects is being undertaken, either by the Board, or its contractor or construction manager, as owner, coordinator, manager, contractor and/or purchaser relating to construction work covered by this Agreement or within the trade jurisdiction of the signatory unions, to be done at the site of construction, alteration, painting or repair of a building, structure or other work at the site or location covered by this Agreement and/or owned, leased, or in any manner controlled by the Board, unless such work is performed only by a person, firm or company signatory or willing to become signatory to an existing collective bargaining agreement with the union or with the appropriate trade/craft union or subordinate body of the Chicago & Cook County Building & Construction Trades Council or the AFL-CIO Building & Construction Trades Department. Copies of all such current collective bargaining agreements constitute Appendix "A" of this Agreement, attached hereto and made an integral part hereof and as may be modified from time to time during the term of this Agreement. Said provisions of this Agreement shall be included in all requests for bids and shall apply to all projects in

8. This Agreement shall expire on June 30, 2015 unless either party gives written notice to the other no earlier than February 1, 2010 and no later than March 1, 2010 to terminate this Agreement effective June 30, 2010. If such notice to terminate is given or, if not, upon expiration on June 30, 2015, the Agreement shall extend until the completion of any work initiated pursuant to the Agreement prior to termination or expiration.
- 9.a.) In the event a dispute shall arise between any contractor or subcontractor of the project and any signatory labor organization and/or fringe benefit fund established under the appropriate collective bargaining agreement as to the obligation and/or payment of fringe benefits provided under the collective bargaining agreement, upon proper notice to the contractors and/or subcontractors by the appropriate labor organization or appropriate fringe benefit fund and to the Board, an amount sufficient to satisfy the amount claimed shall be withheld from the contractor's or subcontractor's regularly scheduled periodic payment from the Board or its agents until such time as said claim is resolved.
- b.) In the event any other contract dispute (excluding a dispute covered by paragraph 10 of this Agreement) shall arise between any contractor or subcontractor of the project and any signatory labor organization relating to a contract and/or project covered by the provisions of Paragraph 1 above and said dispute is resolved by the grievance arbitration procedure of the applicable collective bargaining agreement, any failure of a party to fully comply with such a final resolution shall result in the removal of the non-complying party from the Board project and property upon proper notice to the contractor and/or subcontractor.
10. In addition to the obligations set forth in this Agreement, in the event a jurisdictional dispute by and between any of the unions, such unions shall take all steps necessary to promptly resolve the dispute. In the event of a dispute relating to the trade or work jurisdiction, all parties, including the employer (contractors or subcontractors), agree that a final and binding resolution of the dispute shall be achieved, as follows:
- a.) Representatives of the affected trades shall meet on the job site within forty-eight (48) hours after receiving notice in an effort to resolve this dispute. (In the event there is a dispute between affiliates of the same International, the decision of the General President or his/her designee, as the internal jurisdictional dispute authority of that International, shall constitute a final and binding decision.) Any agreement reached at this step shall be final and binding upon all parties.

- b.) The Board and the Council shall establish a subcommittee composed of no more than six (6) people with an equal number of representatives chosen by each side to examine contracting situations. The subcommittee shall meet monthly or upon request and shall have access to and examine those contracts and subcontracts involving work within the trade jurisdiction of the union currently in progress or planned. The Council shall receive written notification of all invitations to bid or requests for proposal (RFP) at the same time as the invitation for bid or RFP is conveyed to potential contractors. Upon request, the Board or its contractor or construction manager will disclose to the union all information made available to the bidders or potential bidders to the public and to any potential contractor. In the event the Board or any contractor determines to utilize a procedure not involving a public solicitation (for example, in cases of emergency or pilot project), the Board shall notify the union(s) if known by the Board and the subcommittee.
14. If any provision, section, subsection or other portion of this Agreement shall be determined by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination shall become final, such provision or portion shall be deemed to be severed or limited, but only to the extent required to render the remaining provisions and portions of this Agreement enforceable. This Agreement, as thus amended, shall be enforced so as to give effect to the intention of the parties insofar as that is possible. In addition, the parties hereby expressly empower a court of competent jurisdiction to modify any term or provision of this Agreement to the extent necessary to comply with existing law and to enforce this Agreement as modified.
15. In the event the Board enters into an agreement or undertaking with any other governmental agency for the construction-related activities contemplated under this Agreement, the terms and provisions of this Agreement shall apply to all such projects irrespective of the agency awarding the contract or supervising the work thereunder.

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Edith A. Bellis 6/30/05  
Secretary

Board Report 05-0622-EK22

Patrick J. Rocks, Jr. 6-23-05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: TRANSTERS LOCAL UNION NO. 731

Address: 1000 BURR RIDGE PARKWAY STE. 300

City, State, Zip Code: BURR RIDGE, IL 60527

Telephone Number: (630) 887-4100

By: Terrence J. Hancock  
Its: PRESIDENT TERRENCE J. HANCOCK

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Patricia H. Bellman 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel *05-0622-05*

Labor Organization: LABORERS DISTRICT COUNCIL

Address: 999 McCLINTOCK DRIVE #300

City, State, Zip Code: BURR RIDGE, ILL 60527

Telephone Number: 630 655-8289

By: Greg P. Conway  
Its: Business Manager

Dated this 13th day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltrán 6/30/05  
Secretary

Board Report 05-0622-SX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel *PRM 6-23-05*

Labor Organization: Sprinkler Fitters Union Local 281, U.A.

Address: 11800 S. Laramie Avenue

City, State, Zip Code: Alsip, IL 60803

Telephone Number: (708) 597-1800

By: Thomas W. O'Brien  
Its: Business Manager

Dated this 30<sup>th</sup> day of JUNE, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
As: President

Attest:

Evelyn H. Ricketts 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel *PK 6/30/05*

Labor Organization: Plasterers Local #5

Address: 5613 W. 120th Street

City, State, Zip Code: Alsip, IL 60803

Telephone Number: 708-489-9900

By: John A. Mowley  
As: Business Mgr.



Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela H. Beltran 6/30/05  
Secretary  
Board Report 05-0622-EX22

Patrick J. Rocks, Esq. 6/23/05  
Patrick J. Rocks, Esq., General Counsel

Labor Organization: International Union of Operating Engineers  
Local 150, AFL-CIO

Address: 6200 Joliet Road

City, State, Zip Code: Countryside, IL 60525

Telephone Number: (708) 482-8800

By: James M. Spancey  
Its: Vice President

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Evelyn H. Aultman 6/30/05  
Secretary

Board Report 05-0622-KX22

Patrick J. Rocks, Jr. 6/30/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: REGISTERED L.V. 597

Address: 45 N Odessa Ave

City, State, Zip Code: CHGO IL 60607

Telephone Number: 312-829-4191

By: James Buchanan  
Its: BUSINESS MANAGER

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eatila M. Altman 6/30/05  
Secretary

Board Report 05-0622-KX22

Patrick J. Rocks, Jr. DR  
Patrick J. Rocks, Jr., General Counsel 6/23/05

Labor Organization: Ceramic Tiles, Terrazzo & Granite-Cutters Local No. 67

Address: 6425 S. Central Ave.

City, State, Zip Code: Chicago, IL 60638

Telephone Number: (773) 884-6500

By: [Signature]  
Its: Business Manager

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Patricia M. Bellan 6/30/05  
Secretary

Board Report: 05-0622-EK22

Patrick J. Rocks, Jr.  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Sheet Metal Workers' Union local 73

Address: 4550 Roosevelt

City, State, Zip Code: Hillside, IL 60162

Telephone Number: 708 NWA-0073

By: Stanley F. Kargynski  
Its: \_\_\_\_\_

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Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Eutola M. Bellus 6/30/05  
Secretary

Board Report 05-0622-EI22

Patrick J. Rocks, Jr. 6/23/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Pointers, Cleaners & Caulkers Local 52, IL.

Address: 1111 S. Western Ave.

City, State, Zip Code: Chicago, Illinois 60612

Telephone Number: 312-243-3340

By: [Signature]  
Its: [Signature]

Dated this 30<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estela M. Beltrame 6/30/05  
Secretary  
Board Report 05-0522-EX22

Patrick J. Rocks, Jr. 6/23/05  
General Counsel

Labor Organization: HEAT & FROST INSULATORS-LOCAL 17  
Address: 3850 S. Racine Avenue  
City, State, Zip Code: Chicago, IL 60609  
Telephone Number: 773 247-8184  
By: Brian Flynn  
Its: \_\_\_\_\_

Dated this 7<sup>th</sup> day of June, 2005, in Chicago, Illinois.

CHICAGO BOARD OF EDUCATION

By: Michael W. Scott  
Its: President

Attest:

Estelle H. Beltrami 6/30/05  
Secretary

Board Report 05-0622-EX22

Patrick J. Rocks, Jr. 6/27/05  
Patrick J. Rocks, Jr., General Counsel

Labor Organization: Ironworkers Local Union #1

Address: 7720 Industrial Drive

City, State, Zip Code: Forest Park, IL 60130

Telephone Number: 508-366-6685

By: Robert Beckman  
Its: \_\_\_\_\_

## EXHIBIT "C"

### I. PROJECT DESCRIPTION

Re: Carver Middle School  
Location: 861 E 133RD PL  
Region: 6

#### A. Project Summary

The intent of this project is to upgrade the existing Middle School into a High School. This will be accomplished through the following modifications:

##### Civil/Site/Landscaps

- Provide new ornamental iron fence at parking lot
- Seal coat and re-stripe select area of parking lot for accessible parking
- Provide new accessible curb cut
- Provide new parkway trees per bureau of forestry

##### Main Entrance

- Provide new ADA-compliant ramp
- Provide new automatic entry system

##### Signage

- Provide new ADA-compliant exterior signage
- Provide new ADA-compliant interior signage

##### Vertical Access

- Provide new interior 4-stop elevator
- Provide new LULA at Boy's Locker Room for access to Gymnasium

##### Main Office

- Replace reception desk
- Provide new VCT floor finish
- Paint walls and ceiling

##### Corridor

- Provide new VCT floor finish
- Provide new student lockers
- Paint walls and ceiling
- Retrofit existing light fixtures

##### Interior Doors

- Provide new accessible doors and transoms 3" from the face of corridor wall

##### Drinking Fountains

- Provide new accessible drinking fountains on all floors

##### Student Toilet Rooms

- Provide accessible stalls
- Provide new fixtures and accessories
- Provide new tile floor finish
- Patch and paint walls and ceiling
- Replace lighting



**Electrical**

Verify existing Emergency lighting system complies with code and complete required modifications

- Provide assistive listening system
- Retrofit and replace select light fixtures

**Plumbing**

- Replace all horizontal hot water distribution to existing risers
- Replace select cold water distribution piping
- Rod all floor drains in Toilet Rooms and Locker Rooms

**Fire Protection**

- Install new fire alarm system in parallel with existing

- **Security infrastructure**

- CICS requested up to date cameras and estimated the cost at \$135,000.
- *CPS has conducted a security assessment of the facility and will commit:*
  - *Approx. \$246,000 in cameras and security infrastructure for the Carver facility*
  - *Approx. \$15,500 for an x-ray machine and 2 handheld wands for the Carver facility*

**8. New Art Classroom: Room 253 (ASK 031)**

- a. Demo existing millwork at east wall. (*Similar Image 12*)
- b. Provide new recessed drywall and stud infill at east wall after demo. Patch and paint to match room finish: 180 SF total
- c. Demo existing two built-in shelving units at northern wall.
- d. Patch wall after demo, paint, and provide new trim and base to match room finish.
- e. Provide plaster trap at sink.

**9. Library: Room 259 (ASK 032)**

- a. Demo existing circulation desk including associated electrical outlet. (*Image 13*).
- b. Demo existing millwork at south east corner. (*Image 14*)
- c. Patch wall and floor after demo, paint, and provide new trim and base to match room finish.
- d. Remove and replace existing grills at book shelves: 4 total, 2 in shelving, 2 on wall
- e. Scratch clear coat, sand, prime, and clear stain existing book shelves throughout: 30 LF (*Image 15*)