

**RIGHT OF ENTRY AGREEMENT**  
(Rowe Elementary Charter School)

**(Council Ring Seat Wall Construction)**

**This RIGHT OF ENTRY AGREEMENT** (this "Agreement") is made as of last date written on the execution page (the "Effective Date"), by and between the **NORTHWESTERN UNIVERSITY SETTLEMENT ASSOCIATION**, an Illinois not for profit corporation (the "Grantee"), having its principal offices at 1400 W. Augusta Blvd., Chicago, IL 60642, and its agent **KRUGEL COBBLES, INC.**, an Illinois corporation ("Contractor") with offices at 3337 W. Bryn Mawr Ave. - Lake Blvd, Chicago, IL 60687 and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, an Illinois Municipal Corporation ("BOE"), whose offices are located at 42 W. Madison, Chicago, Illinois 60602.

**RECITALS**

**WHEREAS**, BOE owns or controls the Lozano School (the "School"), which includes the former main building ("Main Building") located at 1424 North Cleaver Street, Chicago, Illinois and the annex ("Annex Building") located at 1501 North Greenview Avenue, Chicago, Illinois, (the foregoing collectively referred to as the "Property"); and

**WHEREAS**, the Public Building Commission of Chicago ("PBC"), an Illinois Municipal Corporation, holds title to the Property for BOE; and

**WHEREAS**, the Grantee occupies the Main Building portion of the School together with Grantee's portion of the Shared Space, (the "Premises") pursuant to a lease agreement with BOE for a charter school campus, being its Rowe Elementary Charter School, and related educational and community educational programs, and for no other purposes; and

**WHEREAS**, the original lease agreement for the Premises commenced on July 1, 2010 and was subsequently renewed through June 25, 2025 (the original lease agreement and subsequent renewals are referred to as the "Lease"); and

**WHEREAS**, the Grantee has retained the Contractor to construct a council ring wall, patio and walkway and other improvements the scope and location of which are further detailed on **Exhibit B** attached hereto (the "Grantee Improvements" or "Work"); and

**WHEREAS**, BOE agrees to grant access to the Grantee and to its Contractor and subcontractors to perform the Work in the area of the Property designated as the "Access Area" on **Exhibit A** attached hereto upon the terms and conditions set forth herein.

**AGREEMENT**

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

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1. **Incorporation of Recitals.** The foregoing recitals constitute an integral part of this Agreement and are incorporated herein by this reference with the same force and effect as if set forth herein as agreements of the parties.

2. **Grant.** Subject to the terms and conditions set forth herein, BOE hereby grants to the Grantee a non-exclusive, limited permit and right of entry to the Access Area for the sole purpose of performing the Work in the Access Area and such portions of the Property as are necessary for ingress and egress onto the Access Property. No other work is permitted without the prior written consent of the BOE's Chief Operating Officer or Chief Facilities Officer (each a "BOE Contact"). The right of entry granted hereunder extends to, and the Grantee shall be responsible for, its Contractor, agents, employees, contractors, subcontractors, consultants, invitees, and any other parties who enter the Property at Grantee's direction or with Grantee's consent (together, "Agents"). Grantee shall be responsible for ensuring that all Agents comply with Grantee's obligations under this Agreement, and non-compliance by any Agent shall be deemed to be non-compliance by Grantee. This right of entry is non-assignable. This Agreement does not authorize any work or any other work-related activities on any areas other than the Access Area shown or described on **Exhibit A**. All requests to perform work outside of the Access Area specified in **Exhibit A**, including access and egress routes on the Property, must be approved in writing, prior to commencement of the work, by the BOE Contact.

3. **Term.** The term of this Agreement (the "Term") shall commence upon the Effective Date and shall terminate upon the earlier of: (a) twenty (20) days after the Effective Date or (b) the completion of the Work (unless sooner terminated pursuant to Section 16). The Term may be extended with written notice to and approval by the BOE, which approval shall be in the sole discretion of the BOE and agreed to in writing and signed by both parties.

4. **Cost.** Grantee shall be responsible for all costs and expenses associated with its use of the Property and the Work to be undertaken without reimbursement, credit, or any other offset from the BOE.

5. **Permits; Compliance with Laws.** Prior to performing the Work, the Grantee agrees to secure, or cause its Agents to secure, in their own name and at their sole cost and expense, all necessary permits, licenses, and governmental approvals to perform the Work and shall provide the BOE with copies of such approvals prior to commencement of any entry or work upon the Access Area. The Grantee and its Agents shall comply at all times with any and all applicable municipal, county, state and federal statutes, laws, ordinances, codes, rules, and regulations, including without limitation all applicable Environmental Laws (as hereafter defined) and regulations (collectively, "Laws") relating to the Work. As used herein "Environmental Laws" shall mean any and all Laws, permits and other requirements or guidelines of governmental authorities applicable to the Property and relating to the regulation and protection of human health, safety, the environment, natural resources or to any hazardous substances.

6. **Prevailing Wage.** The Grantee shall comply and shall cause its Agents to comply with the Illinois Prevailing Wage Act (820 ILCS 130/01 et seq.), including but not

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limited to, all wage, notice and record keeping duties. Upon the BOE's written request, the Grantee agrees to provide or cause to be provided the certified payrolls for the Work to the BOE.

7. **Notice and Coordinating Construction and Entry.** Grantee shall coordinate its entry upon the School Property and provide notice to the BOE contacts in Section 26 below at least three (3) business days prior written notice of its entry onto the School Property, which notice shall identify the general time and nature of the work to be performed. Grantee shall schedule the Work when School is not in session, (*i.e.*, School Holidays, summer, winter or spring vacation, on the weekends) to avoid disrupting the School. Grantee shall closely monitor all work activities to assure safety on the School Property. Grantee shall provide a contact person to directly communicate with the BOE regarding entry onto the Property and the Work to be performed.

8. **Indemnification.** The Grantee shall and shall cause its Agents to indemnify, defend (through an attorney reasonably acceptable to BOE) and hold BOE and the PBC, their members, officers, agents, agencies, and employees (collectively, the "BOE Parties"), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including, without limitation, reasonable attorney's fees and court costs) (collectively, "Claims") incurred in connection with, arising out of or incident to: (a) any act or omission to act of the Grantee or its Agents relating to the Work during the Term; (b) any breach or default by Grantee under this Agreement; (c) any personal injury (including wrongful death) or property damage arising out of or relating to this Agreement; or (d) any entry upon, occupancy or use of the Property by or on behalf of the Grantee or its Agents in connection with this Agreement. The foregoing indemnity shall commence from the time the Grantee and its Agents enter upon the Property and survive expiration or termination of this Agreement.

9. **Insurance.** Prior to entry onto the Property and commencing the Work, Grantee shall provide or shall cause its Agents to provide BOE and PBC with the following types and amounts of insurance with insurance companies authorized to do business in the State of Illinois:

(a) **Worker's Compensation and Employer's Liability Insurance** with limits of not less than \$1,000,000 for each accident or illness or the Illinois statutory minimum whichever is greater.

(b) **Commercial General Liability Insurance (Primary).** Commercial General Liability Insurance, or equivalent, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000.

(c) **Automobile Liability Insurance** with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage; provided, however, subcontractors performing work in connection with this Agreement may maintain limits of \$1,000,000 if the subcontract amount is less than \$100,000.

(d) Excess Liability Insurance. Excess Liability Insurance with limits of not less than \$2,000,000 to provide additional limits for underlying Commercial General Liability and automobile liability coverages.

(e) Builder's Risk. "All risk" builder's risk insurance covering all items of labor and materials connected with the Work, whether in or adjacent thereto, materials in place or to be used as part of the construction, including surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the Work and such scaffoldings, stagings, towers, forms, and equipment as are not owned or rented by the Agent, the cost of which are included in the Work.

(f) Personal Property. Grantee and its Agents shall be responsible for all loss or damage to its personal property (including, without limitation, material, equipment, tools and supplies), owned, rented or used by Grantee or its Agents. The Board shall not be responsible for any loss or damage to the Grantee's or its Agents personal property.

When a policy is renewed or replaced, the policy retroactive date must coincide with, or precede, the start of any work or testing on the Property. A claims-made policy that is not renewed or replaced must have an extended reporting period of two (2) years.

*The Chicago Board of Education (BOE) and the Public Building Commission of Chicago (PBC) their officers, members, employees and agents and designees shall be named as additional insureds and certificate holders on a primary, non-contributory basis.*

The Grantee shall deliver, or cause its contractors, subcontractors and Agents to deliver, to BOE the Insurance Certificates required above prior to entering upon the Property to perform the Work.

The Certificates are to be sent to:

Chicago Board of Education  
Risk Management,  
42 W. Madison Street, 2<sup>nd</sup> Floor  
Chicago, Illinois 60602  
Phone: (773) 553-3310  
Fax: (773) 553-3326  
Email: [riskmanagement@cps.edu](mailto:riskmanagement@cps.edu)

Public Building Commission of Chicago  
Attn: Executive Director  
50 W. Washington, Rm. 200  
Chicago, IL 60602  
Phone: (312) 744-9262  
Fax: (312) 744-8005  
Email: [lori.lypson@cityofchicago.org](mailto:lori.lypson@cityofchicago.org)

The Grantee (or its Agents as applicable) shall be responsible for any and all deductibles or self-insured retentions. The insurers shall waive their rights of subrogation against BOE and PBC, their employees, elected officials, agents, and representatives. The Grantee and its Agents expressly understand and agree that any coverages and limits furnished by it (or its Agents) shall in no way limit the Grantee's or its Agent's liabilities and responsibilities specified in this Agreement or by Law. The Grantee and its Agents expressly understand and agree that its insurance (or that of its Agents as applicable) is primary and any insurance or self-insurance programs maintained by BOE and PBC and shall not contribute with insurance provided by the

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Grantee (or its Agents as applicable) under this Agreement. The required insurance shall not be limited by any limitations expressed in the indemnification language herein or any limitation placed on the indemnity therein given as a matter of law.

The Grantee shall require all Agents, including its Contractor and subcontractors, to maintain the above-described coverage, or the Grantee may provide such coverage for its Agents. BOE and PBC shall have no responsibility to provide insurance or security for the Property, material, supplies, or equipment to be used by the Grantee or any of its Agents in connection with the Work.

10. **Inspection of the Property and Work.** The Grantee agrees to carefully inspect, or cause its Agents to carefully inspect the Property, prior to entering thereon and to ensure that they do not damage the Property or any surrounding property, structures, utility lines or subsurface lines or cables. The Grantee and its Agents shall take all reasonable safety precautions to ensure that the Access Area is adequately secured during the Work and that the Access Area is closed and secured after the Grantee and its Agents exit and leave the Property. The Grantee and its Agents shall perform the Work in a good and workmanlike manner with due care and diligence, and in accordance with all applicable Laws, including worker health and safety laws. The Grantee and its Agents shall limit their activities to those reasonably necessary to perform the Work. Neither the Grantee nor its Agents shall do anything on the Property that may in any manner injure the health, safety and welfare of the public or their employees, contractors, or agents, or violate any Laws, including, without limitation, any environmental, health or safety laws. BOE reserves the right to be present while the Grantee is conducting the Work.

11. **Obligation to Restore.** If the Grantee abandons the Work, then promptly following the expiration of this Agreement the Grantee shall restore, or cause its Agents to restore, the Property and place the Property in substantially the same or better condition that it was in prior to Grantee's or its Agents (as applicable) entering onto the Property and as a result of Grantee's or its Agents' Work thereon, except as may be otherwise permitted in writing by the Board's Chief Operating Officer or Chief Facilities Officer. Grantee shall remove, or cause its Agents to remove, all wastes generated as a result of Grantee's or its Agents' Work on the Property and dispose of said waste it in accordance with the applicable Laws.

12. **No Liens.** The Grantee shall keep the Property free from liens and encumbrances arising out of any activities performed, materials furnished, or obligations incurred by or for the Grantee under this Agreement. In case of any such lien attaching, the Grantee or its Agents, contractors and subcontractors shall immediately pay and remove such lien or furnish security or indemnify BOE in a manner satisfactory to BOE. The Grantee shall protect BOE against any defense or expense arising from such lien. This Section 12 shall survive expiration or termination of this Agreement, unless and until Grantee has completed its obligations under this Section 12.

13. **No Warranties.** BOE makes no warranties or representations as to the ownership, physical, structural, or environmental condition of the Access Area. It is understood and agreed that the Grantee is accepting the Access Area on an "AS IS-WHERE IS" basis for the Work to

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be undertaken under this Agreement. The Grantee and its Agents acknowledge that they are entering onto the Property, including the Access Area, and into this Agreement at their own risk.

14. **Compliance with Plans.** All work and materials must conform to the requirements and specifications of the Work as described on **Exhibit B**. Any proposed deviation from the description of Grantee's Work requires the prior written approval of the BOE's Chief Facilities Officer or designee.

15. **Cooperation and Work Issue Resolution.** The parties to this Agreement agree to cooperate so that the Work can proceed expeditiously, safely, and efficiently. The parties agree to meet to resolve the issue(s) so that the Grantee Improvements are constructed, and all construction debris and waste is removed efficiently and safely.

16. **Right to Terminate and Enforcement.** Notwithstanding anything to the contrary contained herein, the BOE shall have the right to terminate this Agreement if Grantee fails to comply with the terms of this Agreement after ten (10) days written notice to Grantee (weather and access rights permitting). Upon such termination, Grantee shall immediately cease using the School Property and shall remove any and all of its equipment on the School Property and return the School Property to its prior condition. The parties shall have the right to enforce this Agreement in Court and seek both damages and specific performance, including attorneys' fees and court costs for the prevailing party.

17. **Amendment.** This Agreement may not be amended, extended, or modified except by written instrument duly executed by the parties hereto.

18. **Captions.** The section headings in this Agreement are inserted for convenience of reference only and shall not in any way affect the meaning or construction of the Agreement.

19. **Entire Agreement.** This Agreement embodies the entire agreement and understanding between the parties and supersedes any prior oral or written agreements with respect to the matters stated herein.

20. **Counterparts, Digital Signatures and Facsimiles.** This Agreement may be executed in two or more counterparts and with digital signatures, each of which shall be deemed an original instrument and all of which together shall constitute one and the same instrument. A facsimile, electronic, or photocopy signature shall have the same legal effect as an original signature.

21. **No Other Rights.** The rights granted herein shall be construed as a temporary permit to enter upon the Property to construct the Grantee Improvements in the Access Area and not as a grant of an easement, permanent possession, or any other interest in the Property. This Agreement does not grant any other right or rights with respect to the Property or Access Area.

22. **No Substitute for Required Permitting.** The Grantee must secure all other permits and approvals that may be required to undertake the Work. The Grantee understands that this Right of Entry Agreement shall in no way act as a substitute for any other permitting or approvals that may be required to undertake or perform the Work.

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23. **Repairs.** The Grantee shall be responsible for any damage to the Property caused by the Grantee or its Agents with respect to the use of the Access Area under this Agreement and shall repair or cause to be repaired, any such damage that it has caused to the Property under this Agreement.

24. **No Principal/Agent or Partnership Relationship.** Nothing contained in this Agreement shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or a joint venture of the parties hereto. Any contractor who performs work under this Agreement shall be a contractor to Grantee and not a contractor, employee, agent, or partner of the BOE.

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

- |                             |  |
|-----------------------------|--|
| If to BOE:                  | Board of Education of the City of Chicago<br>42 W. Madison Street, 2 <sup>nd</sup> Floor<br>Chicago, IL 60602<br>Attn: Chief Operating Officer<br><a href="mailto:cemayfield@cps.edu">cemayfield@cps.edu</a> |
| With a copy to:             | Board of Education of the City of Chicago<br>One North Dearborn Street, 9th Floor<br>Chicago, IL 60602<br>Attn: General Counsel<br>rverma@cps.edu  |
| If to the Grantee:          | Northwestern University Settlement Association<br>1400 West Augusta Boulevard<br>Chicago, Illinois 60642<br>Attn: Diane Weinhofer  |
| With a copy to:             | NA   |
| If to Grantee's Contractor: | Krugel Cobble, Inc<br>3337 W. Berwyn Avenue<br>Lake Bluff, IL 60044<br>Attn: Jon Hirsch  |

Any notice, demand or request sent by hand delivery or overnight courier is deemed received when delivered and if sent by registered or certified mail with return receipt requested, shall be deemed delivered on the date of delivery marked on the return receipt. Refusal of delivery shall have the same effect as receipt.

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Notice may also be sent by e-mail. However, the sender must also send on the same day, written notice by hand delivery, registered or certified mail with return receipt requested or overnight courier to ensure notice was received by the other party.

26. **Entry Contact.** In accordance with Section 7 above, the Grantee or its Agents shall give BOE at least three (3) days prior notice for access to the Property. Notice shall be given to the individuals below:

**Contact information for BOE:**

Richard J. Schleyer, PE  
Dir. of Environmental Health & Safety  
Dept of Facilities Chicago Public Schools  
E-mail: [rjschleyer@cps.edu](mailto:rjschleyer@cps.edu)  
Cell: (773) 251-7074

Robert Christlieb, LEED AP  
Exec. Dir. – Facilities, Ops & Main.  
Chicago Public Schools  
E-mail: [rmchristlieb1@cps.edu](mailto:rmchristlieb1@cps.edu)  
Cell: (312) 965-6434

Jason A. Powell  
Real Estate Property Manager  
Chicago Public Schools  
Capital Planning and Construction  
E-mail: [japowell8@cps.edu](mailto:japowell8@cps.edu)  
Cell: (708) 259-9645

Alex Hamp, Senior Manager  
Facilities Support  
Chicago Public Schools  
E-mail: [ahamp@cps.edu](mailto:ahamp@cps.edu)  
Cell: (773) 230-1931

**Grantee Contact Info:**

Diane Welnhofner  
E-mail: [dianekwelnhofner@gmail.com](mailto:dianekwelnhofner@gmail.com)  
Cell: (847) 707-3744

**Construction Contractor  
Contact Info:**

Jon Hirsch  
E-mail: [jon@krugel.com](mailto:jon@krugel.com)  
Cell: (847) 417-7340

27. **Background Check.** Grantee shall use best efforts to conduct the Work while school is not in session. If school is in session and students are present during any performance of the Work, then Grantee covenants, represents and warrants that all Agents who will perform any work on the Property shall have had or will have a complete background and criminal history records check (“Records Check”) performed, at Grantee’s cost and expense, in accordance with procedures determined necessary by the Board, including but not limited to, fingerprint-based checks through the Illinois State Police and the FBI, a check of the Illinois Sex Offender Registry, a check of the Violent Offender Against Youth Database, a check of the BOE’s “Do Not Hire” records, and a check of reports of child abuse and/or neglect with the Illinois Department of Children and Family Services, prior to any entry onto the Property for performance of the Work. Grantee shall not allow any of its Agents to have contact with a CPS student until a Records Check has been conducted for that person and the results of the Records Check satisfy the requirements of the Illinois School Code (105 ILCS 5/34-18.5); the Sex Offender and Child Murderer Community Notification Law, created under Illinois Public Act 94-219, eff. August 2005; and the Child Murderer Violent Offender Against Youth Notification



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Law, created under Public Act 94-945 and the requirements of all other applicable Acts and Laws, as may be amended.

(Signature Page Follows)

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**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**NORTHWESTERN UNIVERSITY SETTLEMENT  
ASSOCIATION**

By: *Maria K. Mentzer* for WBNUS  
Name:  
Title: BOARD member  
Dated: 7/31/24  
Attest: NA

Grantee's Contractor, solely as to the indemnification provisions in Section 8 and the insurance provisions in Section 9 of this Agreement:

**KRUGEL COBBLES, INC.**

By: *J. P. Hirsch*  
Name: Jon P. Hirsch  
Title: President  
Dated: 07/31/2024

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

DocuSigned by:  
By: *Charles Mayfield*  
EF57B76ABC90427  
Charles E. Mayfield, Chief Operating Officer

Dated: August 2, 2024 | 9:03:06 AM CDT  
DS

Approved as to legal form. ES  
DocuSigned by:  
By: *Ruchi Verma* DS  
50B362E0FFA44C9  
Ruchi Verma, General Counsel

Authorization: Board Rule 7-13(f)

**EXHIBIT A**

**DEPICTION OF ACCESS AREA SUBJECT TO RIGHT OF ENTRY**

(shown within red area)



**EXHIBIT B  
SCOPE OF WORK**

**Council Ring Seat Wall Construction Work**

The Contractor will perform the services described on the revised proposal dated June 6, 2024 and as depicted in the diagram set forth below. Grantee shall ensure that: a) the ring seat wall, patio and walkway shall be ADA accessible, b) any excavated soils shall remain on-site with the soil to be spread out and covered with grass seed, and c) any landscaping impacted by the Work shall be restored.

**KRÜGEL  
 COBBLES**

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Original Proposal - March 26, 2024  
 Revised Proposal - June 3, 2024  
 Revised Proposal - June 6, 2024  
 ATTN: Diane Weinhofer

**Proposal for the Council Ring Wall, Patio & Walk (Revised)**  
 Rowe Elementary School  
 1424 N. Cleaver Street  
 Chicago, IL 60642

**Council Ring Seat Wall:**

For all work for the Winnetka Board of Northwestern Settlement on council ring seat wall at Rowe Elementary School, Krugel Cobbles, Inc. will:

- Excavate to a depth of 10" below finished grade and dispose of all spoils.
- Install & compact 6" of crushed gravel base to provide the proper elevations and foundation for the new seat wall.
- Set in mortar 167 sq. ft. of Eden/Oakfield Stone Veneer to create seat wall that will be 16" above patio (with 4" buried for stability).
- Fabricate and set in mortar 67 sq. ft. of 16" wide x 1.5" to 2" thick Eden Stone Radiused Copings to the top of the wall.
- The copings exposed edges will be rock-faced.
- The total height of the wall will be approximately 19" above the gravel patio.

**Council Ring Seat Wall - Eden/Oakfield Stone Veneer & Eden Stone Radiused Copings - Price Complete: \$12,200.00 (\$52.14/s.f.)**

**Flagstone Patio & Walkway**

For all work on the flagstone patio & walkway, Krugel Cobbles, Inc. will:

- Excavate to a depth of 9" below finished grade and dispose of all spoils.
- Install and compact 6" of crushed gravel base to provide for the proper elevation and foundation for the flagstone to be installed.
- Install 1" sand leveling course over the compacted gravel base.
- Install 309 sq. ft. of Eden Irregular Flagstone in the patio & walk areas as defined by the plan.
- The cross slopes will not exceed 2% and the running slopes will not exceed 5%.
- The pattern of installation will be Mosaic (saw cut and chiseled with 3/8" joints).
- The flagstones will be smooth without any vertical change in plane greater than 1/4"
- The joints will not be wider than 1/2".
- Install 18 lineal ft. of mortar haunch edge restraint system reinforced with #4 rebar.
- Sand sweep & compact installation until all joints are filled solid with Alliance G2 Beige polymeric sand.

**Flagstone Patio & Walkway - Eden Irregular Flagstone - Price Complete: \$15,980.00 (\$51.72/s.f.)**

**Project Total Cost Complete for All Items = \$28,180.00**

Notes: Diane, thank you for the opportunity to bid on your hardscape project at the Rowe Elementary School. Below are listed some assumptions & notes I made for this bid:

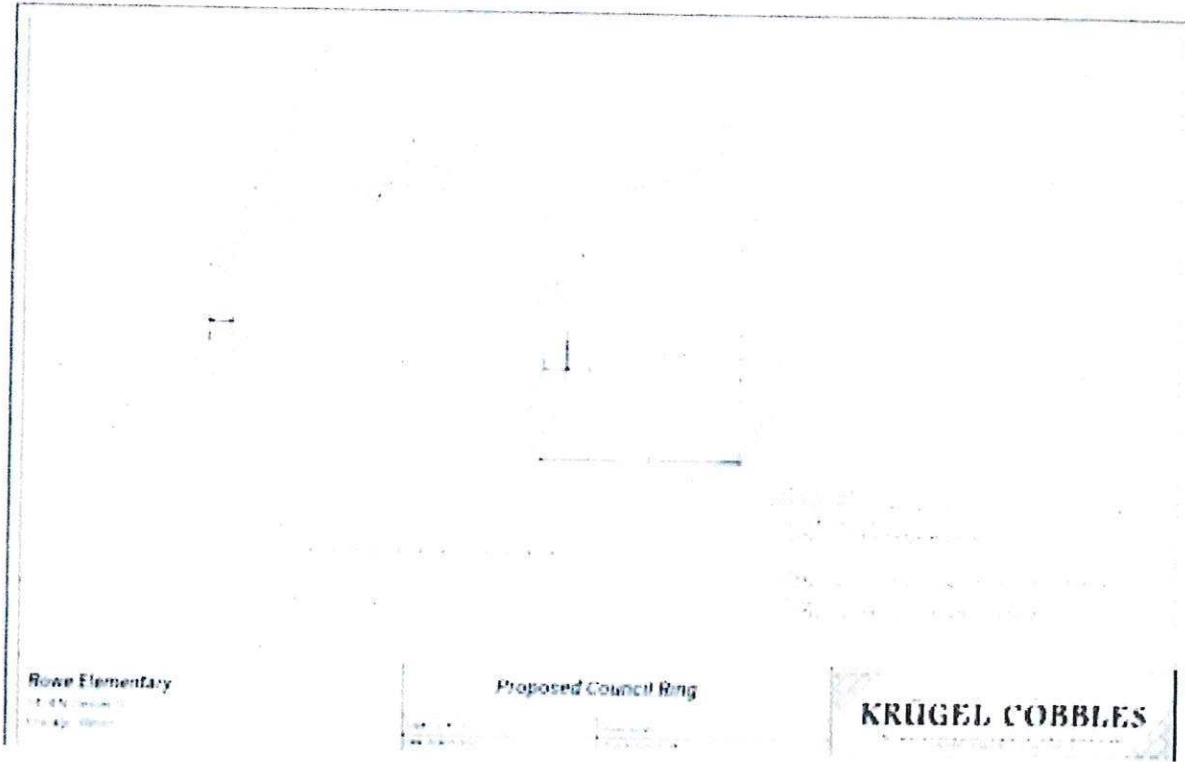
- Our bid is based upon installing the Krugel Cobbles, Inc. plan dated June 6, 2023, which is based my field measurements, and our discussions at the school and the ADA requirements set forth by the Chicago Public Schools.
- Any permits for this work are to be obtained by others and are not included in the scope of this bid.
- All landscape restorations (including black dirt and sod) are to be done by your landscape contractor and are not included within the scope of this bid.
- Any impact from the construction of this project on an existing irrigation, landscape lighting or invisible dog fence wire will not be our responsibility to repair.
- This project will take approximately 9 crew days to complete if all items are selected.
- This bid is based upon this project being installed in the 2024 construction season. If it is postponed past this time frame, we may need to adjust our bid for our increased material and labor costs.

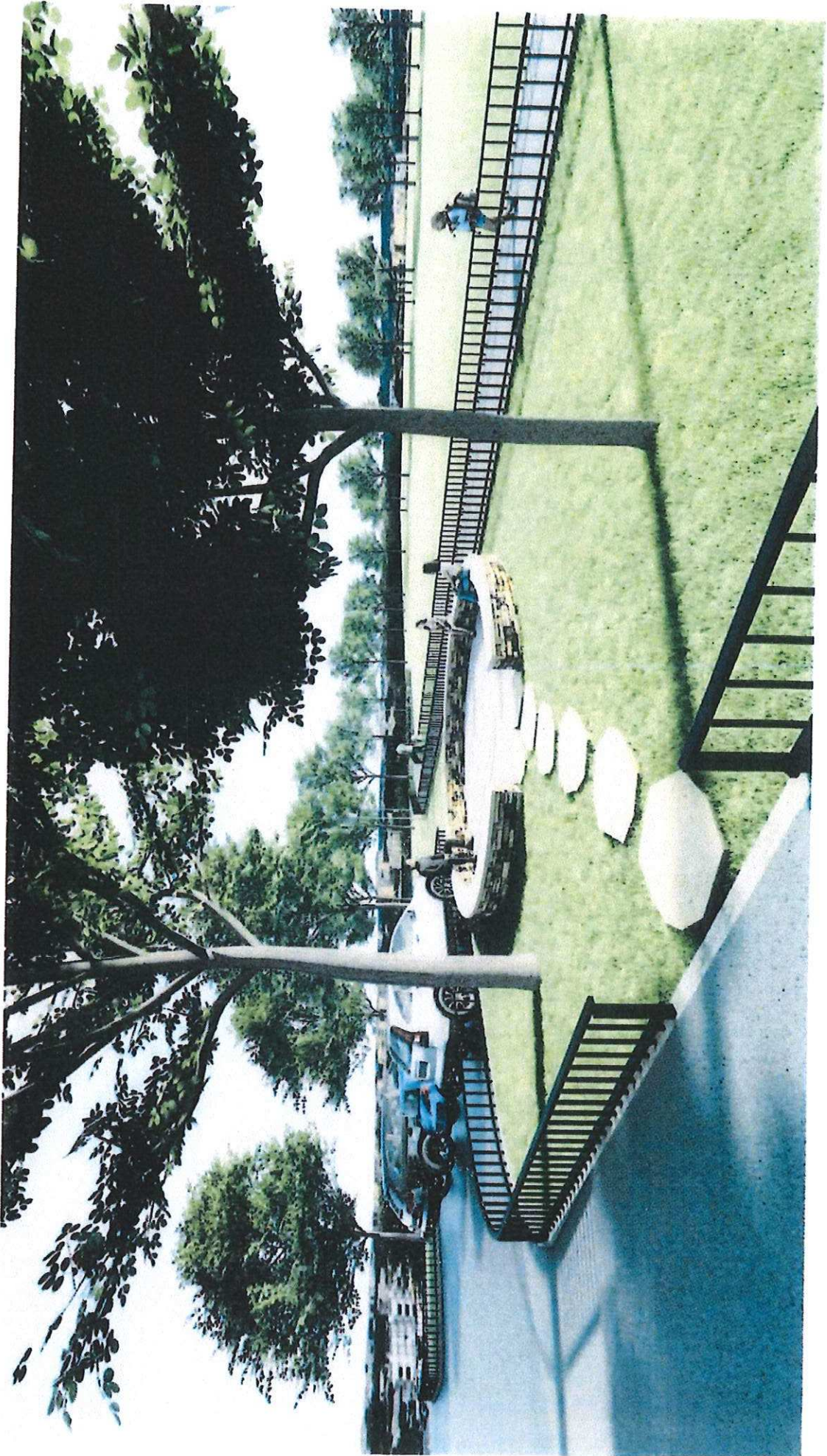
*Jon P. Hirsch*  
 Jon Hirsch  
 Project Director

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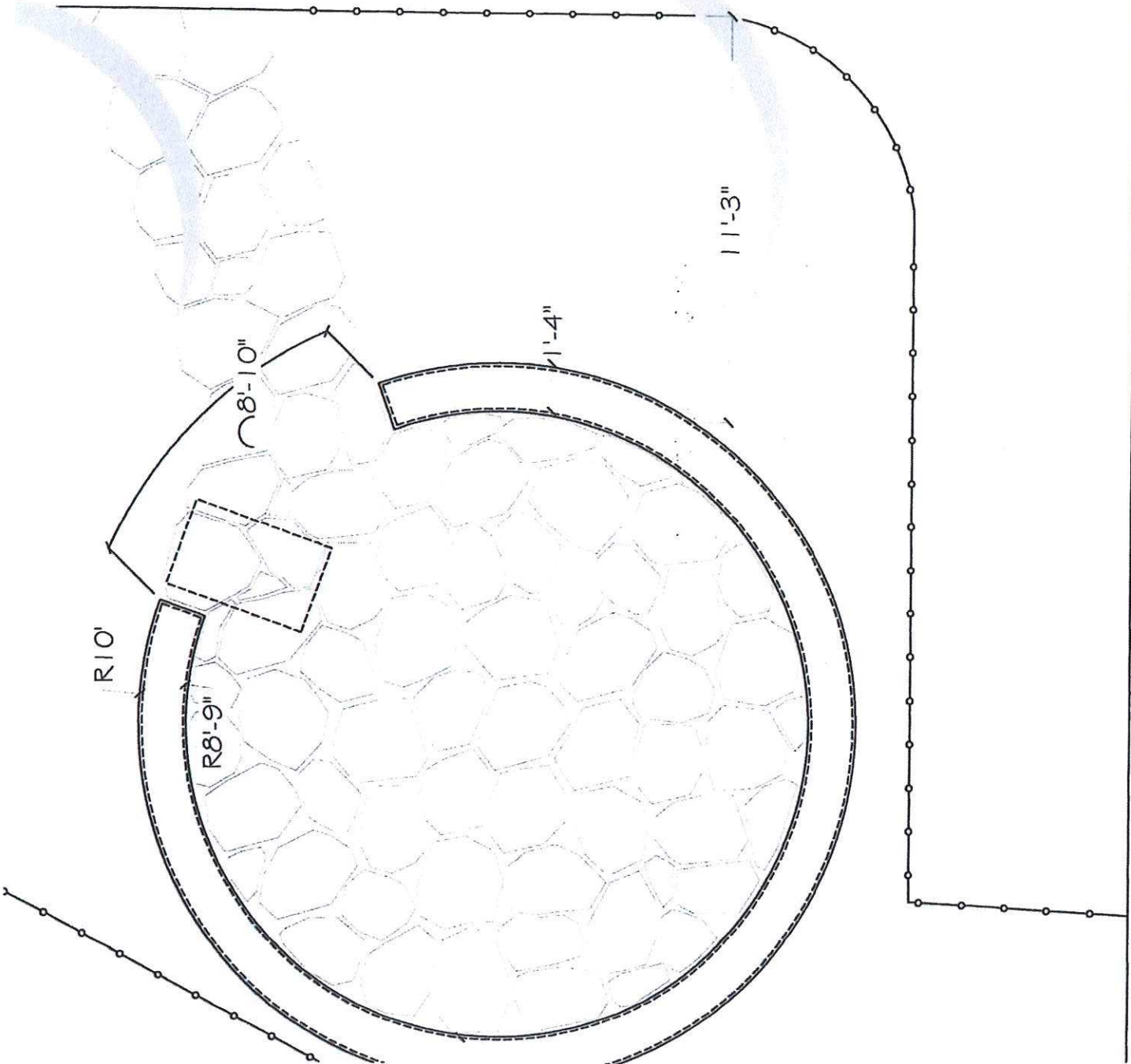
**EXHIBIT B**

**SCOPE OF WORK (Page 2)**









**PATIO & WALK:**

- INSTALL 309 SF IRREGULAR EDEI RING & WALK AREA
- INSTALL 28 LF MORTAR HAUNCH

**WALL:**

- INSTALL 67 SF 16" WIDE FLAGSTONE WALL
- INSTALL 167 LF 14" WIDE LANNING