

PERMIT AND RIGHT OF ENTRY AGREEMENT

THIS PERMIT AND RIGHT OF ENTRY AGREEMENT (this "Agreement") is made as of the last date written on the execution page (the "Effective Date") between the Board of Education of the City of Chicago, a body politic and corporate having its principal offices at 42 W. Madison, Chicago, Illinois 60602 (the "Board"), and ConTextos, NFP, an Illinois not for profit corporation, having its principal offices at 2240 S. Michigan Avenue, Chicago, Illinois 60616 and BC Chicago Carpenter, LLC., and Illinois limited liability company having its principal offices at 124 N. Vincent Drive, Bollingbrook, Illinois 60490 (together, the "Licensee").

RECITALS

1. The Board controls the real property commonly known as John Spry Elementary Community School, located at 2400 S. Marshall Boulevard, Chicago, Illinois 60623, (the "School" or the "School Property").
2. The Chicago Blackhawks Foundation has offered to provide an in-kind donation for certain improvements including landscaping and an educational garden, as detailed on Exhibit A attached hereto (the "Work"), on the School Property.
3. The Chicago Blackhawks Foundation has engaged Licensee to undertake the construction and installation of the Work and Licensee is seeking access to the School Property to conduct said work, which shall occur solely within the area delineated on Exhibit B attached hereto (the "Work Area").
4. To safely undertake the Work, Licensee shall install temporary fencing to secure the work area prior to conducting any work on the School Property and shall maintain such fencing until all work has concluded.
5. The Board is willing to grant a permit and right of entry to Licensee to enter onto the School Property for the sole purpose of undertaking the Work upon the terms and conditions set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing Recitals, incorporated herein by reference and made a part of this Agreement as if fully set forth herein; for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged; and the mutual covenants and conditions contained herein, the parties agree as follows:

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 OF PERMIT AND RIGHT OF ENTRY.** Subject to the terms and conditions set forth herein, the Board hereby grants to Licensee (which for purposes of this Agreement shall include its employees, agents, consultants, contractors and subcontractors (collectively, "Agents"), a non-exclusive limited permit and right of entry to enter upon the School Property for the sole purpose of undertaking the Work described on Exhibit A. Licensee shall not deviate from the plans and specifications described on Exhibit A unless it receives the prior written consent of the Board's Chief Facility Officer or designee to such deviation. Licensee understands and agrees

that Licensee and its Agents are not permitted to enter upon the School Property, including the Work Area, when CPS students or minors are present unless all such parties shall have first successfully completed the background check requirements as required by the Board.

3. **LIMITED ACCESS.** Access to the School Property shall be limited to access reasonably necessary for the performance and supervision of the construction and installation of the Work. Neither Licensee nor its Agents shall perform any activity which exceeds the scope of the work described on Exhibit A. Licensee's access to the School Property shall be for the sole purpose of undertaking the Work.

4. **BOARD'S RIGHT OF INGRESS AND EGRESS.** The rights granted herein shall be construed as a temporary permit and right of entry to enable Licensee to undertake the Work and not a grant of an easement, permanent possession, or any other interest in the Work Area or the School Property. The right to use the School Property and the right of ingress and egress over the Work Area is expressly reserved by Board and the School.

5. **COST.** Licensee shall be responsible for all costs and expenses associated with its use of the School Property and the Work without reimbursement or any other offset from Board. Licensee shall be responsible for any damage to the School Property as a result of its entry on the School Property. After the completion of the Work, Licensee shall return the School Property to its condition prior to Licensee's entry on to the School Property.

6. **TERM.** The permit and right of entry granted hereunder shall commence on the Effective Date and terminate on the earlier of (a) sixty days after the Effective Date or (b) completion of Licensee's completion of the Work (unless sooner terminated pursuant to Section 24). In the event that Licensee requires additional time to complete the Work, Licensee shall request in writing an extension of time from the Board, which shall not unreasonably withhold consent.

7. **PERMITS, LICENSES AND AUTHORIZATION.** Prior to entering upon the Property, Licensee shall secure or cause its Agents to secure in their own name and at no cost to the Board all required permits, licenses and authorizations ("Required Permits") necessary to undertake the Work on the School Property. Licensee shall provide the Board with copies of the required permits and shall post the permits in clear view as required by Law (as defined in Section 8 below). Licensee covenants that all Required Permits shall remain in full force and effect throughout the performance of the work.

8. **PERFORMANCE OF WORK; COMPLIANCE.** The Licensee shall perform all work at the School for the construction/installation of the Work in a good and workmanlike manner, employing materials of good quality and in compliance with all governmental requirements. Licensee shall, and shall cause its Agents to, perform all Work in compliance with the Safety Requirements ("Safety Requirements") set forth on Exhibit C attached hereto. All work performed by Licensee on the School Property shall be conducted in accordance with any and all applicable local, state and federal statutes, laws, ordinances, codes, rules and regulations, including but not limited to all OSHA, Federal, State, County, City and Municipal safety laws (collectively, "Laws"). The Board reserves the right to approve and accept the construction/installation of the Work in its sole discretion. If any part of such work is found to be unacceptable to the Board, then the Licensee shall cause same to be corrected at its cost to the satisfaction of the Board.

9. **TITLE TO IMPROVEMENTS.** The Parties acknowledge and agree that, upon the

installation of the Work, title to any materials, supplies, equipment, or fixtures incorporated therein shall automatically vest in the Board without further action on the part of either of the Parties. The Licensee further warrants that same shall be free and clear from all liens, contracts, chattel mortgages, or other encumbrances and shall warrant and defend title against all claims.

10. **CRIMINAL HISTORY RECORDS SEARCH.** The Licensee shall comply with the Background Check Requirements set forth in Exhibit D attached hereto and made a part of this Agreement.

11. **MULTI-PROJECT LABOR AGREEMENT.** The Board has entered into a Multi-Project Labor Agreement (including that certain Supplemental Agreement to the Project Labor Agreement Regarding Student Programs and Apprenticeships) (“PLA”) for all work greater than \$25,000.00. Licensee represents and agrees that it shall comply with the requirements of the PLA if the cost of the work exceeds the \$25,000 threshold. A copy of the PLA is available on the Board’s website at: <https://www.cps.edu/about/labor-relations/collective-bargaining/> and by this reference is made a part of this Agreement.

12. **NOTICE AND COORDINATION OF CONSTRUCTION AND ENTRY.** Licensee shall coordinate its entry upon the School Property with the School Principal, Assistant Principal and School’s Chief Building Engineer as provided on Exhibit C. Licensee shall provide to the Board and School Principal and Building Engineer 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. Licensee shall make all efforts to avoid disrupting the School and shall immediately cease any activities on the School Property that cause a disruption. Licensee shall closely monitor all ongoing work activities to ensure safety on the School Property. Licensee shall provide a contact person to directly communicate with the School Principal, Assistant Principal and School Engineer.

13. **NO OTHER PERMITTED IMPROVEMENTS.** Licensee may only undertake the Work that have been approved by the Board, as described on Exhibit A. Licensee shall not deviate from the plans and specifications described on Exhibit A and shall not undertake any other improvements on the School Property unless it receives the prior written consent of the Board’s Chief Facility Officer or designee.

14. **DAMAGES.** Licensee shall exercise due care and caution to protect the School and Property against any and all damage which may result directly or indirectly from the performance of the Work. Licensee agrees to pay all costs and expenses due to or arising out of its entry and use of the School Property and to repair and restore, at Licensee’s expense, any damage to the School caused by Licensee or its Agents.

15. **INDEMNIFICATION.** Licensee shall indemnify, defend (through an attorney reasonably acceptable to Board) and hold the Board its officers, agents, agencies, departments and employees (the “Indemnitees”), harmless from and against any and all actions, claims, suits, losses, damages, liens, liabilities, fines, costs and expenses (including without limitation, reasonable attorneys’ and expert fees and court costs) incurred by any of the Indemnitees in connection with, arising out of or incident to (a) any negligent or intentional act or omission of Licensee or its Agents or (b) any entry upon or use of the School Property by or on behalf of Licensee or its Agents in connection with this Agreement. This section shall survive the expiration of this Agreement.

16. **INSURANCE.** Prior to entry onto the School Property and conducting the Work, Licensee and its Agents shall provide the Board with the following types and amounts of insurance and shall name the Board as an additional insured:

Required Insurance Coverage:

- A. **General Liability Insurance.** Liability Insurance provided shall have a limit of not less than One Million Dollars (\$1,000,000) per occurrence with an aggregate not less than Two Million Dollars (\$2,000,000) (*i.e.*, \$1,000,000/\$2,000,000), including without limitation, the following coverages: Property/Operations, including deletion of explosion, collapse and underground (XCU) exclusions; Independent Contractor's Protective Liability; Broad Form Contractual Liability, specifically referring to the indemnity obligations under and pursuant to this Agreement, subject to the standard industry terms, conditions and exclusions of the policy; Broad Form Property Damage, including Products/Completed Operations, Personal Injury Liability, with employee and contractual exclusions deleted. In addition to the stipulations outlined above, the insurance policy is to include coverage for Contractual Liability, Products-Completed Operations, and Personal & Advertising Injury.
- B. **Automobile Liability Insurance.** When any motor vehicle (owned, non-owned and/or hired) are used in connection with the Permitted Activities, Comprehensive Automobile Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, for bodily injury and property damage shall be provided.
- C. **Workers Compensation, Employer's Liability and Occupational Leave Insurance.** Workers Compensation and Occupational Disease Insurance shall be in accordance with the laws of the State of Illinois (Statutory) Coverage A, and Employer's Liability Coverage B, in an amount of not less than \$1,000,000.
- D. **Contractor's Pollution Liability.** If applicable, Licensee's contractor(s) shall provide a separate Contractor's Pollution Liability insurance policy, covering any bodily injury, liability and property damage liability, arising out of pollutants including Hazardous Materials such as asbestos, lead, etc. or contaminated soil, including while in transit to a permanent disposal facility which may arise under or incidental to this Agreement, whether such activities be by the contractor or by any subcontractors, if applicable, or by anyone directly or indirectly employed or otherwise by any of them. This policy shall be maintained with limits of not less than Two Million Dollars (\$2,000,000) per occurrence.
- E. **Umbrella/Excess Liability Insurance.** Umbrella or Excess Liability Insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and \$2,000,000 in the aggregate, to provide additional coverage for commercial general liability, employers', automotive, and contractor's pollution liability insurance with the Board and the City endorsed as additional insureds.
- F. **Professional Liability (Errors and Omissions).** Licensee shall require any architect, engineers, construction managers, environmental and/or other professional consultants who perform work in connection with the design or installation of the Work on the School property to provide Professional Liability Insurance. Such insurance covering acts, errors or omissions shall be maintained with limits of not less than Two Million (\$2,000,000) per

occurrence. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, commencement of the Work under this Agreement. A Claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

- G. **Personal Property.** Licensee 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 Licensee or its Agents. The Board shall not be responsible for any loss or damage to Licensee's or its Agents personal property.

Additional Insured: The Chicago Board of Education, its officers, members, employees and agents and designees shall be named as an Additional Insured on a primary, non-contributory basis on all General Liability, Automobile Liability, Excess/Umbrella Liability and Contractors Pollution Liability policies for any liability and property damage arising directly or indirectly from the work authorized herein. The Certificates of Insurance must evidence coverage for the full term of this Agreement, provided, however, where underlying policies have annual terms expiring during the term of this Agreement, renewal certificates shall provide such evidence. Copies of the Certificates of Insurance evidencing Additional Insured status must be sent to Board at least seven (7) day prior to Licensee's entry upon the School Property as follows:

Chicago Board of Education
Director of Risk Management, Risk Manager
42 W. Madison, Second floor
Chicago, Illinois 60602
Phone : (773) 553-2244
Fax: (773) 553-3326
Email: riskmanagement@cps.edu

17. **NOTICES.** Any notice required or permitted to be given to either party shall be deemed to have been received by such party: A) Three (3) days after the deposit in the United States registered or certified mail, return receipt requested; or B) One (1) business day after deposit with a nationally recognized overnight delivery service for next day delivery; or C) Upon personal delivery to the party to whom addressed provided that a receipt of such delivery is obtained. A party may send **confirmation notice by e-mail or by facsimile in addition to the required notice to be sent by registered or certified mail, overnight delivery or personal delivery.** Notices shall be sent to the parties as follows to the following addresses:

If to Board: Chief Operating Officer
Chicago Board of Education
42 W. Madison 2nd floor
Chicago, Illinois 60602
Facsimile: (773) 553-4305
Email: ihansen2@cps.edu
and rmchristlieb1@cps.edu
and smstults@cps.edu

With copies to: General Counsel
Chicago Board of Education
1 N. Dearborn 9th Floor

Chicago, Illinois 60602
Facsimile: (773) 553-1702
Email: rverma@cps.edu

School: Spry Community School
2400 S. Marshall Boulevard
Chicago, Illinois 60623
Attn: Principal Claudia Peralta
Email: clperalta

If to Licensee: BC Chicago Carpenter, LLC
124 N. Vincent Drive
Bolingbrook, IL 60490
Attn: Cameron Harbin
Email: bc_chicago_carpenters@yahoo.com

With a copy to: ConTextos, NFP
2240 S. Michigan Avenue
Chicago, Illinois 60616
Attn: Kali Rose
Email: kali@contextos.org

Or to the parties at such other addresses as they may designate by notice to the other party as herein provided.

18. **INSPECTION AND UNDERGROUND UTILITIES.** Licensee agrees to inspect the Work Area and the immediate surrounding area prior to the start of any construction thereon to avoid damage to surrounding structures, and/or utility lines or any other subsurface lines or cables. Licensee agrees, prior to the commencement of any construction on the School Property to perform or cause its consultants and contractors to investigate and determine the location of utilities on the School Property and in any adjacent public way through the Chicago Utility Alert Network (a.k.a Digger). No excavation or testing below grade shall occur. Licensee shall use reasonable professional care and judgment to avoid any damage to utility lines, subsurface lines, cables or fiber optic facilities on or servicing the School Property and the adjoining public right of way.

19. **NON-INTERFERENCE.** Licensee agrees that it will use its best efforts to avoid interfering with School operations including but not limited to, buses, sewers, water supply, street access and lighting, or any other systems serving the School and will not interfere with or impair access to or from the School or the operations of any emergency vehicles or other emergency equipment to the School.

20. **COMPLETION AND PROPERTY RESTORATION.** Licensee agrees to complete the Work in accordance with the plans and specifications approved by the Board. Upon expiration or earlier termination of this Agreement, Licensee shall return the School Property to the Board in substantially the same condition as it was when Licensee entered upon it, excepting therefrom the Work, and shall promptly remove all equipment from the Work Area. If Licensee fails to remove its equipment or to restore the School Property as required by this Agreement, then the

Board may remove said equipment and make repairs to restore the School Property to substantially the same condition that existed prior to Licensee's entry. Licensee shall pay the cost of such removal and repairs.

21. **NO LIENS.** Licensee shall keep and/or cause its contractor(s) and subcontractor(s) to keep the School Property free from any liens and/or encumbrances arising out of any work performed or obligations incurred by or for Licensee. If any lien or encumbrance is recorded against the School Property or any portion thereof as a result of any services performed by or at the request of Licensee, Licensee shall be liable for the cost of discharging and releasing said lien or encumbrance within five (5) days. This Section 21 shall survive expiration or termination of this Agreement, unless and until Licensee has completed its obligations under this Section 21.

22. **NO WARRANTIES.** The Board makes no warranties or representations as to the condition of the School Property. Licensee and its Agents agree to enter onto the School Property at their own risk.

23. **APPLICABLE LAW; JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of Illinois, without regard to principles of conflict of laws. Each party agrees that any action or proceeding with respect to this Agreement may only be brought in a federal or state court situated in the County of Cook in Illinois, and by execution and delivery of this Agreement, such party irrevocably consents to jurisdiction and venue in each such court.

24. **RIGHT TO TERMINATE.** Notwithstanding anything to the contrary contained herein, the Board shall have the right to terminate this Agreement if Licensee fails to comply with the terms of this Agreement after ten (10) days written notice to Licensee. Upon such termination, Licensee shall immediately cease its activities on the School Property and shall remove its personal property and equipment from the School Property. The parties shall have the right to enforce this Agreement in Court and seek both monetary damages and specific performance, including attorneys' fees and court costs for the prevailing party.

25. **ENTIRE AGREEMENT; AMENDMENTS.** 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. This Agreement may not be amended or modified without the written consent of the parties.

26. **COUNTERPARTS.** This Agreement may be executed in counterparts and with digital signatures, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument. A facsimile or digital signature shall be deemed as an original signature and binding on both parties.

27. **INDEPENDENT CONTRACTOR.** Any contractor who performs work under this Agreement shall be a contractor to Licensee and not a contractor, employee, agent or partner of the Board. Licensee acknowledges that the Board has no obligation to fund Licensee for the activities permitted herein.

28. **LICENSE ONLY.** The rights granted herein shall be construed as a temporary license to enter upon the School Property to construct the Work and not as a grant of an easement, permanent possession or any other interest in the School Property.

29. **AUTHORITY.** The parties to this Agreement represent, warrant and covenant that they are each duly organized, validly existing and qualified to do business in Illinois; that they respectively have the right, power and authority to execute and deliver this Agreement and to perform their respective obligations hereunder; that the person(s) signing this Agreement on behalf of the respective parties have the authority to do so; and that this Agreement shall be binding upon and enforceable against the parties in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates written below.

BOARD OF EDUCATION OF THE CITY OF CHICAGO

CONTEXTOS, NFP

DocuSigned by:
By: Charles Mayfield
Charles E. Mayfield
Chief Operating Officer

By: Kali Rose
Name: Kali Rose
Title: Project Manager

Date: October 29, 2024 | 8:42:47 PM CDT

Date: 10.28.24

Authorization: Board Rule 7-13₀₃

Approved as to legal form: ES

BC CHICAGO CARPENTER, LLC.

DocuSigned by:
By: Ruchi Verma
Ruchi Verma
General Counsel

By: Cameron Harbin
Name: Cameron Harbin
Title: Owner of BC Chicago Carpenter LLC

Date: 10/28/24

EXHIBIT A

Permitted Improvements to School Property



October 7, 2024

Sara Guderyahn

Chicago Blackhawks Foundation

1901 W. Madison St. Chicago, IL 60612

Subject: Joint Proposal for Spry Elementary Construction Project

Sara,

We are excited to present our proposal for the upcoming Spry Elementary School construction project, which will enhance the outdoor space with the addition of a creative and educational story garden. This joint effort brings together **BC Chicago Carpenters, LLC** and **ConTextos**, a nonprofit organization dedicated to fostering creativity and education in Chicago's youth.

As the **project sponsor**, ConTextos will facilitate the administrative aspects of the project, leveraging their status as a CPS-approved vendor. They will manage the relationship with CPS, ensuring that all necessary guidelines are met. ConTextos will also work to align the project's design with their mission to create an inspiring and educational space for the students of Spry Elementary.

BC Chicago Carpenters, led by Cameron Harbin, will be responsible for all construction work, from design and site preparation to the installation of flower beds, seating areas, picnic tables, and the repair of the existing wrought iron gate. We will ensure that all aspects of the project are completed to the highest standards, on time, and within budget.

Together, we believe this project will create a lasting impact on the students and the broader school community by providing a beautiful outdoor space that reflects the values of creativity, education, and community engagement.

Attached is our detailed project proposal, which outlines the scope of work, itemized costs, and timeline. We are eager to begin and look forward to working closely with you to make this project a success.

Please let us know if you have any questions or would like to discuss the proposal in further detail. We are happy to collaborate and make any adjustments as needed.

Thank you for the opportunity to work together on this meaningful project.

Best regards,

Kali Rose

Project Manager, ConTextos

Cameron Harbin

Owner, BC Chicago Carpenters, LLC



Project Proposal: Spry Elementary Construction Project

Prepared for:

Chicago Blackhawks Foundation
Sarah Guderyahn, Executive Director

1901 W. Madison
Chicago, IL 60612

Prepared by:

BC Chicago Carpenters, LLC
Cameron Harbin, Owner
bc_chicago_carpenters@yahoo.com
630-242-0559

Project Sponsor:

ConTextos (Nonprofit Organization)
Kali Rose, Project Manager
kali@contextos.org

Date: October 7, 2024

Project Overview:

The Spry Elementary School project aims to revitalize the school's outdoor space by creating a vibrant, educational garden that reflects creativity and community. This garden will feature flower beds, tree installations, seating areas, and picnic tables. It will serve as a place of learning, storytelling, and engagement for students and staff.

In partnership with **ConTextos**, BC Chicago Carpenters will execute this project, with ConTextos acting as the **project sponsor**. As a CPS-approved vendor, ConTextos will manage the administrative side and ensure that the project aligns with CPS guidelines, while BC Chicago Carpenters will provide construction services.

Scope of Work:

1. **Survey, Design, and Rendering**



- A detailed on-site survey of the entire area to assess the current conditions, measurements, and any challenges that could impact construction.
 - Evaluation of existing landscaping, structures, and accessibility needs.
 - Multiple brainstorming sessions with both Spry Elementary and ConTextos to gather feedback on how the garden can incorporate storytelling, creativity, and educational elements.
 - Development of multiple draft designs for the garden layout, including placement of flower beds, seating areas, tree installations, and other elements.
 - Creation of comprehensive, scaled architectural drawings for construction purposes, including details such as dimensions, materials, and structural specifications.
 - High-quality 3D renderings to help the school visualize the final space, providing an immersive understanding of the completed garden.
 - Presentation of final designs to school leaders, ConTextos, and CPS for approval, with adjustments made as needed before construction begins.
- 2. Flower Bed and Tree Installation**
- Re-purposing the existing flower beds.
 - Installation of 6 new wooden flower beds and 2 wooden log planters.
 - Installation of a Little Leaf Linden Tree.
- 3. Picnic Tables and Seating Areas**
- Installation of 12 wooden picnic tables, stained and sealed for durability.
 - Construction of a wood bench seating area around the Linden Tree.
 - Building 2 additional wood seating areas next to the soccer field.
- 4. Wrought Iron Gate Repair**
- Widening and repairing the existing wrought iron gate to improve access to the garden area.
- 5. Contingency Fund**
- A fund allocated to cover any unforeseen project costs.
- 6. ConTextos Administrative Fee and Right of Entry**
- ConTextos will handle all necessary Right of Entry paperwork to facilitate access to Spry Elementary School for the construction project. The ConTextos Administrative Fee of \$1,500 covers the preparation and management of these documents, financial oversight of the project, stakeholder communication, and the overall project sponsorship role. This ensures that BC Chicago Carpenters receive timely payment and that all legal requirements are met efficiently.
 - ConTextos will manage the vendor relationship with CPS, ensure compliance, and assist in aligning the project with educational goals.

Itemized Invoice:



DESCRIPTION	RATE	QTY	AMOUNT
Survey, Design, and Rendering	\$5,000.00	1	\$5,000.00
Project Management	\$3,000.00	1	\$3,000.00
Flower Bed and Tree Installation (Labor and Materials)	\$5,500.00	1	\$5,500.00
Picnic Tables and Wood Benches Installation (Labor and Materials)	\$5,000.00	1	\$5,000.00
Wrought Iron Gate Repair (Labor and Materials)	\$3,000.00	1	\$3,000.00
Contingency Fund	\$2,000.00	1	\$2,000.00
ConTextos Administrative Fee	\$1,500.00	1	\$1,500.00

Total Project Cost: \$25,000.00

Payment Terms:

Due to the relatively small scope and budget of this project, we respectfully request **70% payment upfront the final 30% is due upon the completion of the project**. This payment will allow us to procure materials, plan the logistics, and begin construction immediately, ensuring timely completion of the project.

Project Timeline:

- **Start Date:** TBD (Tentative Monday, Oct 14, 2024)
 - **Estimated Completion:** (Approximately 4-6 weeks from start date)
-

Project Sponsorship:

ConTextos, as the project sponsor, will oversee the administrative and vendor-related aspects of the project, ensuring that CPS guidelines are followed. They will facilitate communication between Spry Elementary, CPS, and BC Chicago Carpenters to ensure a smooth and efficient



project process. Their nonprofit mission of fostering creativity and education will guide the development of this story garden, making it a meaningful addition to the school.

Terms & Conditions:

- 70% of the total project cost (\$17,500) is due upfront to initiate the project.
 - Any changes to the scope of work or materials will be addressed and agreed upon in writing before proceeding.
 - The contingency fund is intended to cover any unforeseen issues that may arise during the project.
 - This proposal is valid for 30 days from the date of issue.
-

Approval:

Please review the proposal and confirm your approval by signing below:

Client Signature: _____

Date: 10/9/24

Prepared by:

Cameron Harbin

Owner, BC Chicago Carpenters, LLC
bc_chicago_carpenters@yahoo.com
630-242-0559

Kali Rose

Project Manager, ConTextos
kali@contextos.org



EXHIBIT B

Work Area

The Work Area for installation of the landscaping and educational garden is depicted in the aerial below.



EXHIBIT C

CONTACT INFORMATION, SAFETY PROCEDURES AND CONDITIONS

Spry Community School – 2400 S. Marshall Boulevard, Chicago, Illinois

PERMITTED ACTIVITIES ON SCHOOL PROPERTY:

Landscaping and construction of an educational garden.

Conditions and Limitations:

1. Limitations:

Licensee acknowledges and agrees that it shall not permit any of its staff, consultants, contractors, agents, permittees, or volunteers (collectively, "Staff") to access the School Property during school hours or to have any contact with students or any minors without previously having its Staff successfully complete the Board's background history records check.

2. Operational Conditions and Limitations: At a minimum, Licensee shall implement the following to assure maximum safety:

- A. Licensee and its contractors shall closely monitor and control all work procedures and activities to assure such maximum safety on the School Property.
- B. Licensee shall provide a contact point of direct communication between its construction superintendent/manager and the Principal and Chief Engineer of each respective school.

For Licensee:

BC Chicago Carpenter, LLC
Cameron Harbin
Phone: (630) 242-0559
Email: bc_chicago_carpenters@yahoo.com

ConTextos, NFP
Kali Rose
Phone: (312) 721-0882
Email: kali@contextos.org

For School:

Claudia Peralta, Principal
Spry Community School
Phone (773) 534-1700
clperalta@cps.edu

For emergencies: Rob Christlieb at CPS: rmchristlieb1@cps.edu
312.965.6434 Cell & 773.553.3197 Office

Licensee shall coordinate with the Principal and Chief Building Engineer on the dates and times for conducting the Work.

- C. Prior to any delivery of materials on or over the School Property, Licensee shall make sure the area is clear of pedestrians, students, buses, and vehicles or other traffic.
- D. Licensee shall set up barricades and/or fencing and shall restrict access to the Work Area to prevent pedestrians and students from walking into or entering the work area.
- E. If Licensee observes that a child has breached a construction barricade and entered the Work Area, Licensee will immediately cease all work and shall immediately notify the designated School personnel. Licensee also will provide personnel as needed to assist the School in directing traffic if an emergency vehicle needs to enter the Work Area or if Licensee is impeding ingress or egress to School Property.
- F. If driving heavy equipment on the adjacent public streets or in the School Property, flagmen shall be present watching for students, pedestrians and/or vehicles to direct them so they do not come into conflict with Licensee construction activities.
- G. Any activities that are not being conducted in Work Area, such as transporting tools or equipment across School Property to the Work Area, shall cease during the time when students, buses, pedestrians or vehicles are present in the immediate vicinity. Emergency vehicles and school buses will always have priority.
- H. Notwithstanding anything in this Agreement, if Licensee needs to use or access areas of the School Property that are outside of the Work Area while students are present (generally 7:30 a.m. to 3:30 p.m. Monday through Friday), Licensee will have a flagman present to ensure that there are no conflicts with children, pedestrians, school buses, or emergency vehicles. For the avoidance of doubt, this right of entry does not include the School building and Licensee and its Agents shall not enter the School building.
- I. Licensee vehicles and construction equipment shall not be left unattended on the School Property unless they are secured within the Work Area.

EXHIBIT D

Background Check Requirements

Licensee employees, agents, volunteers and subcontractors. Licensee shall comply with the following requirements for DNH Check, Criminal History Records Check and DCFS Check, and such other procedures as may be determined necessary by the Board from time to time, for each employee, agent, volunteer or subcontractor of Licensee who may be in the School building under this Agreement (individually and collectively “**Staff**”) (“**Background Check**”). Contact via text messages, live chats, emails, telephone, in person, or through any other means shall be considered “contact” for purposes of this Section. Licensee shall not allow any Staff to: (1) be in the School building under this Agreement until the Board has completed a DNH Check; or (2) have contact with CPS students until Licensee has confirmed with the Board that each respective Staff has successfully completed the Criminal History Records Check in accordance with the following requirements:

- a. Do Not Hire List. As an initial screening step that must be completed as part of the Background Check, the Board will perform a check of eligibility of each Staff that may be in the School building hereunder by checking the Board’s “Do Not Hire” (“**DNH**”) records (“**DNH Check**”). The Board will utilize the DNH Check process that the Board uses for its own prospective staff. Staff with a DNH designation shall not be allowed in the School building.
- b. Criminal History Records Check. Licensee shall, at its own cost and expense, have a complete fingerprint-based criminal history records check conducted on each Staff who may have contact with CPS students through the process established by the Board, including using the Board’s contracted vendor for conducting such checks on all Staff, and otherwise in accordance with the Illinois School Code (105 ILCS 5/34-18.5), the Sex Offender and Child Murderer Community Notification Law (730 ILCS 152/101 et seq.), and the Murderer and Violent Offender Against Youth Registration Act (730 ILCS 154/1 et seq.) (“**Criminal History Records Check**”). The results of each Criminal History Records Check shall be adjudicated by the Board. Staff shall not have contact with CPS students prior to successfully completing the Criminal History Records Check. When the Board determines that any Staff has not passed a Criminal History Records Check, such Staff shall not access to the School building and shall not have contact with any CPS student hereunder. A complete Criminal History Records Check includes the following:
 - i. Fingerprint-based checks through the Illinois State Police and the Federal Bureau of Investigation;
 - ii. A check of the Illinois Sex Offender Registry and the Nationwide Sex Offender Registry; and
 - iii. A check of the Illinois State Police Murderer and Violent Offender Against Youth Registry.
- c. Department of Children and Family Services Check. At Licensee’s cost and expense, the Board shall have the right to check for indicated reports of child abuse and/or neglect with the Illinois Department of Children and Family Services (“**DCFS**”) State Automated Child Welfare Information System (or a comparable determination of child abuse or neglect by a government agency in another jurisdiction) for each Staff who may have contact with CPS students (“**DCFS Check**”). Licensee shall follow the directives and processes of the Board for initiating any DCFS Check and the results of each DCFS Check shall be

adjudicated by the Board. Staff determined by the Board not to have passed a DCFS Check shall not be allowed in the School building and shall not have contact with any CPS student hereunder.

- d. Background Check Representations and Warranties. With respect to each Background Check, Licensee further represents and warrants that Licensee shall:
- i. Utilize the process established by the Board for completing each Background Check and immediately initiate all action, as directed by the Board, to have such Background Check performed;
 - ii. Obtain and provide the Board with a signed copy of any release and consent required by the Board to conduct the Background Check from each of its prospective and current Staff in the form determined by, and as directed by the Board;
 - iii. Confirm with the Board's Chief of Safety and Security that each respective Staff has successfully completed the Background Check through the process established by the Board and complied with the Board's directives regarding the results of each Background Check;
 - iv. Not allow: (a) any Staff in the School building until a DNH Check has been completed by the Board; (b) any Staff who may have contact with CPS students to have Contact with any CPS student until the Criminal History Records Check has been successfully completed and adjudicated by the Board for each such Staff, and the results of the Criminal History Records Check satisfy, at a minimum, the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended; and (c) any Staff who has not successfully passed a DCFS Check to be in the School building under this Agreement;
 - v. Comply with and require compliance of all Staff with directives from the Board relating to any updates to any Background Check (which updates shall be received and adjudicated by the Board) and provide any other information requested by the Board necessary for the performance by the Board of the Background Check and its update process; and

Immediately terminate access to the School Property and building for any Staff determined by the Board not to have passed a Background Check or update for any matters arising after an initial Background Check.