

**PERMIT AND RIGHT OF ENTRY AGREEMENT**  
(Noble Network of Charter Schools – Former Gladstone School Building)

**(Environmental Testing, Demolition of Shed and New Storage Container)**

**This PERMIT AND RIGHT OF ENTRY AGREEMENT** (this “Agreement”) is entered into as of the last date written on the execution page but made effective as of August 1, 2024 (the “Effective Date”), by and between the **NOBLE NETWORK OF CHARTER SCHOOLS**, an Illinois not for profit corporation (the “Grantee”), having its principal offices at One North State Street, Chicago, Illinois, and its agent **BULLEY AND ANDREWS, LLC**, an Illinois limited liability corporation (“Contractor”) with offices at 1755 W. Armitage Avenue, Chicago, Illinois 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 Gladstone School building, located at 1231 S. Damen Avenue, Chicago, Illinois (the "School"); and

**WHEREAS**, the Grantee occupies the land and all of the School building (collectively, the "**Property**") pursuant to a lease agreement with BOE for a charter school campus, being its UIC College Prep Campus, and related educational and community educational programs, and for no other purposes; and

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

**WHEREAS**, the lease agreement for the Property was for a term commencing on July 1, 2011 and continuing through June 30, 2018 and was subsequently renewed through June 25, 2024 (the original lease agreement and subsequent renewals are referred to as the “Lease”); and

**WHEREAS**, the parties are currently negotiating a new renewal lease agreement for a term commencing on July 1, 2024 and continuing through June 30, 2028 (authorized by Board Report 24-0125-OP15); and

**WHEREAS**, the Grantee has retained the Contractor to perform environmental testing of the existing shed on the Property, demolish the shed and install a new storage container on the existing concrete slab and foundation and make other improvements the scope and location of which are further detailed on **Exhibit B** attached hereto (the “Grantee Improvements” or “Work”); and

**WHEREAS**, the environmental testing shall include a Phase I Environmental Site Assessment and hazardous materials survey that includes asbestos containing materials, lead based paint, and other regulated materials such as PCB containing equipment (collectively referred to as the “Pre-Demo Survey”); and

**WHEREAS**, BOE agrees to grant access to the Grantee and to its Contractor and subcontractors to access the Property 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:

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 Grantee shall not commence any demolition activities until it has completed the Pre-Demo Survey, submitted the results and reports from the Pre-Demo Survey to and received written approval from the BOE’s Director of Environmental Health and Safety to begin demolition. 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 (August 1, 2024) and shall terminate upon the earlier of: (a) one hundred twenty (120) 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. **Multi-Project Labor Agreement.** The BOE has entered into a multi-project labor agreement ("PLA") with various trades regarding construction projects awarded by the BOE. A copy the PLA, together with a list of signatory unions, is available on BOE's website at: [http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject\\_Labor\\_Agreement.pdf](http://www.csc.cps.k12.il.us/purchasing/documents/MultiProject_Labor_Agreement.pdf), and by this reference, is incorporated herein. Grantee acknowledges familiarity with the requirements of the PLA, its applicability to this Agreement and the Work to be done on the Property and agrees to comply with the PLA as may be amended from time to time including, without limitation, by ensuring its Contractor is a member in good standing of a union signatory to the PLA.

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) Contractors' Pollution Liability. When any work is performed that may cause a pollution exposure, Contractors' Pollution Liability must be provided covering bodily injury, property damage, environmental cleanup when any asbestos (ACM) or lead paint (LBP) abatement or removal work is to be performed and other losses caused by pollution conditions that arise from such work or operations or other work or services with limits of not less than \$1,000,000.00 per occurrence.

(f) 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.

(g) 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.

(h) Professional Liability Insurance. When any architects, engineers, construction managers or other professional consultants perform work in connection with this Agreement, such parties shall procure and maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$1,000,000, with coverage including contractual liability.

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: [Ray.Giderof@cityofchicago.org](mailto:Ray.Giderof@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 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 in accordance with the applicable Laws.

12. **Asbestos and Lead Based Paint.** The Grantee and its Contractor acknowledge that the shed on the Property may contain asbestos containing material (ACM) and lead based paint (LBP). The Grantee and its Contractor shall comply with all applicable health and safety rules and regulations pertaining to the abatement, removal and disposal of asbestos containing material and lead based paint including the National Emission Standards for Hazardous Air Pollutants (NESHAP) and Occupational Safety Health Administration (OSHA) rules and regulations in the performance of the Work.

13. **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.

14. **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 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.

15. **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.

16. **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.

17. **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.

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

19. **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.

20. **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.

21. **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.

22. **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.

23. **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.

24. **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.

25. **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.

26. **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 receipted, as follows:

If to BOE:

Board of Education of the City of Chicago  
42 W. Madison Street, 2<sup>nd</sup> Floor

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Chicago, IL 60602  
Attn: Chief Operating Officer  
[cemayfield@cps.edu](mailto:cemayfield@cps.edu)

With a copy to: Board of Education of the City of Chicago  
One North Dearborn Street, 9th Floor  
Chicago, IL 60602  
Attn: General Counsel  
[rverma@cps.edu](mailto:rverma@cps.edu)

If to the Grantee: Noble Network of Charter Schools  
One North State Street  
Chicago, Illinois 60602  
Attn: Michael Madden, President  
[mmadden@nobleschools.org](mailto:mmadden@nobleschools.org)

If to Grantee's Contractor: Bulley & Andrews, LLC.  
1755 W. Armitage Avenue  
Chicago, Illinois 60622  
Attn: Antonia Winfrey  
Email: [awinfrey@bulley.com](mailto:awinfrey@bulley.com)

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.

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.

27. **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:**



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

Robert Christlieb, LEED AP  
Exec. Dir. – Facilities, Ops & Main.  
Chicago Public Schools  
Email: [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  
Email: [japowell8@cps.edu](mailto:japowell8@cps.edu)  
Cell: (708) 259-9645

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

**Grantee Contact Info:**

Hillary Knutsen  
Director of Facilities & Construction  
Noble Schools  
Email: [hknutsen@nobleschools.org](mailto:hknutsen@nobleschools.org)  
Cell: (312) 835-8784

**Construction Contractor  
Contact Info:**

Antonia Winfrey  
Senior Project Manager  
Bulley & Andrews, LLC  
Email: [awinfrey@bulley.com](mailto:awinfrey@bulley.com)  
Cell: (773) 216-1002

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

29. **Confidentiality and Non-Disclosure of Reports and Information.** The Grantee agrees to deliver to BOE copies of all preliminary and final reports, surveys, field data, and field notes prepared by or for the Grantee regarding the condition of the Property, which shall be treated as confidential (“Confidential Information”) before it is released or disclosed to the public or any other third party.

30. **Authority.** The parties to this Agreement represent, warrant and covenant that they respectively have the right, power and authority to execute and deliver this Agreement and to

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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 Effective Date.

**NOBLE NETWORK OF CHARTER SCHOOLS**

By: <sup>DocuSigned by:</sup> Darko Simunovic  
Name: <sup>40C4589E285548E</sup> Darko Simunovic  
Title: chief operating officer  
Dated: 11/13/2024

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

**BULLEY AND ANDREWS, LLC**

By: <sup>Signed by:</sup> Tim Puntillo  
Name: <sup>C1C28128529A4EE</sup> Tim Puntillo  
Title: chief operating officer  
Dated: 11/13/2024

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

By: <sup>DocuSigned by:</sup> Charles Mayfield  
<sup>EF57B76ABC9D47...</sup> Charles E. Mayfield, Chief Operating Officer

Dated: November 17, 2024 | 5:14:11 PM CST

Approved as to legal form <sup>DS</sup> ES

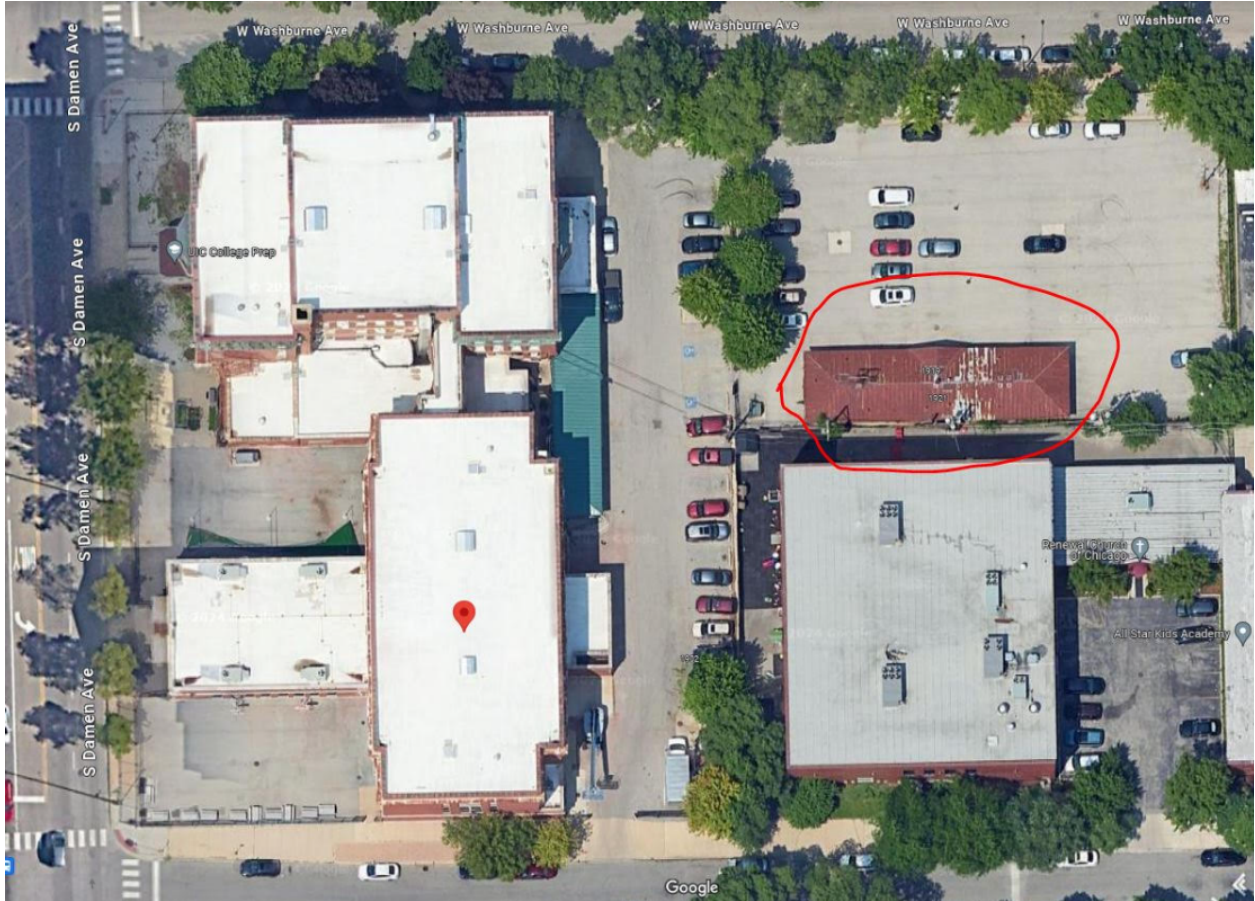
By: <sup>DocuSigned by:</sup> Ruchi Verma  
<sup>56B562EDFFA44C9...</sup> Ruchi Verma, General Counsel

<sup>DS</sup> JMM

Authorization: Board Rule 7-13(f)

EXHIBIT A

**DEPICTION OF ACCESS AREA**  
**FOR ENVIRONMENTAL TESTING, DEMOLITION OF SHED AND INSTALLATION**  
**OF NEW STORAGE CONTAINER**



**EXHIBIT B**  
**SCOPE OF WORK**

Pre-Demo Survey (Phase I Environmental Site Assessment and Hazardous Materials Survey)

The Contractor shall have a Phase I Environmental Site Assessment and limited hazardous materials building survey completed for the existing shed that will be demolished for the planned additional new parking spaces. The survey shall include asbestos containing materials, lead based paint, and other regulated materials such as PCB containing equipment. The results of the survey shall be incorporated into the design documents and appropriate abatement specifications shall be included. The Pre-Demo results and reports shall be submitted to the BOE's Director of Environmental Health and Safety for review. Grantee and Contractor shall not commence any demolition and construction activities until they have received the prior written consent of the BOE's Director of Environmental Health and Safety.

Subsequent to receiving the written consent of the BOE's Director of Environmental Health and Safety, Grantee and Contractor shall be permitted to make the Grantee Improvements below:



October 2, 2024

Hillary Knutsen  
1 N. State Street  
15th Floor  
Chicago, IL 60602

Subject: Demolition Project for UIC College Prep Shed /1231 S Damen Ave, Chicago, IL 60608

Dear Mrs. Knutsen

We are writing to confirm the details of the upcoming demolition project for the UIC College Prep Shed /1231 S Damen Ave, Chicago, IL 60608, as discussed. Please find below the key information and requirements for the project:

1. **Contractor Information**

**Name:** Quality Excavation, Inc.  
**Address:** 2432 W Barry Ave, Chicago, IL 60618  
**Phone:** (773) 248-0963

2. **Reason for Demolition**

The shed is in very poor condition and presents a safety risk. Noble Schools plans to demolish it and replace it with storage containers for school supplies.

3. **Duration of the Project**

The estimated duration of the demolition project is three weeks, including the following phases:

- o 2 days for abatement
- o 2 days for cutting, capping, and making safe
- o 4 days for demolition
- o 2 days for asphalt application
- o 1 day for placing the storage container
- o 1 day for running electrical power to the container

4. **Site Plan**

An aerial site plan outlining the work area, including the building and a 20-foot perimeter, as well as any staging and work areas required, is attached for your reference.

5. **Scope of Work**

The detailed scope of work includes the following items:

- o **Hazardous Building Materials Survey:** The survey to identify materials needing removal or remediation before demolition. Was performed in July (See attached TEM report.)
- o **Pre-Demo Survey:** We will perform a survey to check for any Underground Storage Tanks (USTs) that might be impacted. This survey will be conducted the week of 8/19/2024 additional information forthcoming
- o **Utilities Identification:** We will identify and cap any utilities serving the building (Gas, Electrical, Plumbing). And notify CPS Energy for awareness. Demolish the existing structure and remove all uncontaminated debris.
- o **Waste Disposal Plan:** Waste will be transported to City Wide Waste Disposal or Lakeshore Recycling, depending on dumpster availability.
- o **Dust Mitigation Plan:** Implement measures to mitigate dust by using water to suppress dust emissions.
- o **General Construction:** Demolish shed in its entirety (including but not limited to roof, windows, walls, interior structure, electrical, mechanical, and plumbing) down to the concrete slab. The concrete slab and existing foundation will remain. After the demo a storage container with light will be placed on the existing (to remain) concrete slab

Should you have any questions or require further clarification, feel free to contact me.

Thank you for your attention to this matter. We look forward to working with you on this project.