

EXHIBIT B

**PROJECT RESOLUTION (INCLUDING PROJECT SCOPE OF WORK, PROJECT
BUDGET AND CONDITIONS OF APPROVAL)**

[Attached]

CITY OF CHICAGO
COMMISSION ON CHICAGO LANDMARKS

May 8, 2025

RESOLUTION FOR ADOPT-A-LANDMARK FUNDS TO BENEFIT
Greenstone Church
11211 S. St. Lawrence Avenue

To the Mayor and Members of the City Council of the City of Chicago:

WHEREAS, Section 17-4-1000 of the Chicago Zoning Ordinance authorizes the City of Chicago (the “City”) to award floor area bonuses to projects located in “D” districts in return for a financial contribution to the City (“Bonus Payment”); and

WHEREAS, the Bonus Payment is deposited into three funds: (i) the Neighborhood Opportunity Fund, (ii) the Citywide Adopt-a-Landmark Fund (the “AAL Fund”), and (iii) the Local Impact Fund; and

WHEREAS, the AAL Fund receives 10% of each Bonus Payment; and

WHEREAS, the purpose of the AAL Fund is to finance landmark restoration projects; and

WHEREAS, on May 6, 2021, the Commission on Chicago Landmarks (the “Commission”) approved the funding priority and evaluation criteria for the AAL Fund; and

WHEREAS, on May 27, 2021, the Department of Planning and Development (the “Department”) announced that it was accepting applications for grants to support landmark restoration projects under the AAL Fund; and

WHEREAS, the deadline for submissions was August 16, 2021; and

WHEREAS, the Department received 17 applications, including an application submitted by Greenstone United Methodist Church (the “Applicant”) for restoration work to the Greenstone Church building at 11211 S. St. Lawrence Avenue (the “Landmark Building” and its rehabilitation, the “Landmark Project”), pursuant to Section 17-4-1006 of the Municipal Code of Chicago (the “Municipal Code”), and its requirements governing the AAL Fund; and

WHEREAS, the Landmark Building is a contributing building to the Pullman District which was originally designated as a Chicago Landmark by the City Council of the City (the “City Council”) on October 16, 1972, pursuant to the Chicago Landmarks Ordinance; and

WHEREAS, the Department evaluated the applications based on the funding priority, evaluation criteria and guidelines set forth in Section 17-4-1006 of the Municipal Code, and has determined that the Applicant’s application satisfies such funding priority, evaluation criteria and guidelines; and

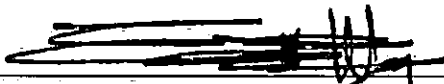
WHEREAS, the Department wishes to award the Applicant a grant in the amount of \$1,205,193 from the AAL Fund to undertake the Landmark Project; and

WHEREAS, pursuant to Section 17-4-1006-C-2 of the Municipal Code, the Commission must approve the scope of work and budget for the Landmark Project; *now, therefore*,

THE COMMISSION ON CHICAGO LANDMARKS HEREBY:

1. Incorporates the above recitals as the findings of the Commission; and
2. Approves the Project Scope of Work and Budget, attached hereto and incorporated herein as Exhibit A (the "Project Scope of Work and Budget"); and
3. Finds that the Landmark Project is eligible to receive a distribution from the AAL Fund; and
4. Finds that the Landmark Project meets the standard set forth in Section 17-4-1006-C-1 in that it is consistent with the landmark guidelines established under the Chicago Landmarks Ordinance (the "Landmark Guidelines"); and
5. Finds that the Landmark Project meets the standard set forth in Section 17-4-1006-C-3 in that it involves substantial interior or exterior renovation work that is visible from the public street or within a portion of the interior that is open to the public, and exceeds normal maintenance work; and
6. Finds that the Landmark Project meets the priority standard set forth in Section 17-4-1006-C-4 in that it has not been completed and addresses exterior envelope issues, and satisfies the evaluation criteria; and
7. Authorizes the Commissioner of the Department, acting on behalf of the Commission, and subject to approval by the City Council to: (a) enter into an agreement (the "Agreement") with the Applicant or its successors, in a form approved by the Corporation Counsel, regarding the manner in which the AAL Fund for the Landmark Project will be used; (b) approve, as necessary, any minor modifications to the Project Scope of Work and Budget otherwise consistent with the purposes and requirements of the Landmark Guidelines; and (c) require that the Applicant comply with the City's Minority-Owned Business Enterprise/Women-Owned Business Enterprise participation requirements and local hiring policies, and to pay prevailing wages; and
8. Directs that, upon completion of the Landmark Project, the Applicant shall notify the Commission staff and request a certificate of completion; and
9. Directs that the Applicant must obtain a certificate of completion from the Commissioner of the Department prior to the final distribution from the AAL Fund.

The above resolution was adopted unanimously (8-0).


Ernest Wong, Chairman
Commission on Chicago Landmarks

Dated: May 8, 2025

EXHIBIT A
CITY WIDE ADOPT-A-LANDMARK FUND
SCOPE OF WORK AND BUDGET FOR
Greenstone Church
11211 South Saint Lawrence Avenue

Subject to the review and approval of the Commission on Chicago Landmarks (and as depicted on drawings prepared by Wiss, Janney, Elstner Associates, *dated 5/13/2022*, attached hereto and incorporated herein as Exhibit B), the Project Scope of Work and Budget under the Adopt-a-Landmark Fund for the Landmark Building shall consist of:

General Conditions	\$63,085
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- Procure City of Chicago Building Permit, Environmental (Grinding), and Scaffold permits.
- Provide secured site & pedestrian protection with Public Right of Way permit.
- Provide Certificates of Insurance.
- Install sample mockups for review and approval.
- Provide Union tradesmen support for A/E inspection time.
- Project Management – Documentation – Administrative Support
- Safety & Quality Control Managers

Scaffolding Access	\$103,768
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- Erect engineered Supported Pipe Scaffolding System.
- Install necessary Hoisting Systems.

Stone Facade Restoration – All Tower Elevation	\$780,210
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- Removal of existing original Serpentine stone. Salvage as much original stone as possible to be used on other areas of the building that require repair (current goal is 25%).
- Reconstruction of 4" wythe back-up brick (allowance of 500 SF)
- Remove and salvage for reuse Sandstone sills and trim units.
- Remove and salvage for reuse Indiana Limestone gable units.
- Patch Serpentine stone identified for reuse.
- 100% of the serpentine on the bell tower shall be remove and replace with new cast stone units, matching the historic serpentine in the sizes, shapes, colors, textures and finishes that currently exist.
- Reconstruct tower with 100% new cast stone units utilizing all stainless-steel anchorage and hardware.
- Reinstall salvage original Sandstone & Indiana Limestone units.
- Tuckpoint all mortar joints with appropriate joint profile.
- Final new clean all masonry surfaces.

Wood Framed Louvers	\$48,166
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- Perform necessary hazardous material abatement (\$10,000 allowance)
- Remove existing paint coatings and sealants.
- Perform patching and wood dutchmen repairs as identified.
- Prime and finish paint.

Sheet Metal Cornice	\$25,430
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- Perform necessary hazardous material abatement (\$7,500. allowance)
- Remove existing coating as directed.
- Perform isolated patching repairs to galvanized sheet metal cornice.
- Prime and finish paint.

Contingency	\$91,034
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Architect/Engineer Fees (WJE)	\$73,500
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Estimated Other Soft Costs	
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- | | |
|-----------------------------|----------|
| • Escrow Fees | \$1,500 |
| • Third Party Reviewer Fees | \$18,500 |
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TOTAL PROJECT BUDGET	\$1,205,193
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ADOPT-A-LANDMARK GRANT	\$1,205,193
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Conditions of Approval:

The Landmark Project will not have an adverse effect on the significant historical and architectural features of the Landmark Building and is approved, subject to the following conditions:

1. All work must be submitted to the Historic Preservation Division of the Department for prior review and approval as part of one or more building permit applications. The Historic Preservation Division may require, as part of its review, repair details, material samples, paint colors and finishes, specifications, mock-ups, as applicable. All work shall be done in accordance with the Commission's *Guidelines for Alterations to Historic Buildings and New Construction* and *The Secretary of the Interior's Standards for the Rehabilitation of Historic Buildings*.
2. As proposed, complete photographic documentation and measured drawings of the existing conditions at the bell tower including identification of existing stone sizes, shapes, colors, texture and finishes shall be submitted to the Historic Preservation staff with the permit application;
3. 100% of the serpentine on the bell tower shall be removed and replaced with new cast stone units, matching the historic serpentine in the sizes, shapes, colors, textures and finishes that currently exist. Replacement samples are to be submitted to Historic Preservation staff for review for approval prior to order and installation. Any removed stone that is in good condition shall be salvaged and stored onsite to be used on other areas of the building that require repair. As proposed, a shop stone setting drawing illustrating the entire tower shall be submitted to Historic Preservation staff with the permit application. If required, additional stone sizes will be added to increase the size range to match the original facade; and,
4. Should unforeseen conditions require expansion in scope, the applicant shall notify Historic Preservation staff to review and approve additional work.
5. Undocumented Conditions: The Applicant shall notify Commission Staff of undocumented detrimental conditions found during work.
6. The Applicant and the escrow agent shall enter into an escrow agreement in a form acceptable to the Corporation Counsel to assure that the Landmark Project is completed and paid for in a timely manner.
7. Upon completion of the Landmark Project, the Applicant shall notify Commission staff; provide the necessary certification request documentation and provide access to the Landmark Building, as necessary, so that staff can conduct a final inspection of the work; and provide an informational report to the Commission. Final payment from AAL Funds is subject to certification by the Commissioner of the Department that the Project was completed in accordance with the requirements of the AAL Funds, the Project Scope of Work and Budget, the Agreement, and the Landmark Guidelines.

LAW DEPARTMENT
ORDINANCE TRANSMITTAL FORM

1. Date of transmittal: June 12, 2025 Litify Matter # LS-2025-258922
2. Title/Subject matter of ordinance:

Adopt-a-landmark agreement with the Greenstone UM Church at 11211 S. St. Lawrence
3. Originating department: DPD
4. Originating department contact: Daniel Klaiber (Ext.) 4-0097
5. Law Department contact: Arthur Dolinsky arthur.dolinsky@cityofchicago.org (Ext.) 4-8731
6. To be introduced to:
☒ City Council
☐ Council Committee
7. Date of requested introduction: June 18, 2025
8. List of exhibits/appendices to ordinance:

Exhibit 1 - Adopt-a-Landmark Floor Area Bonus Agreement

Prepared by: Real Estate & Land Use Division

Ordinance Package Checklist:

- ☐ Four copies of ordinance attached
- ☐ Exhibits/Appendices (if applicable)
- ☐ IGA Memo/Ordinance Summary (prepared by Originating Department)
- ☐ Economic Disclosure Statement (if required)
- ☐ Transmittal Letter (if required)

EXHIBIT C

PROJECT CONSTRUCTION SCHEDULE

[To come]

EXHIBIT D

INSURANCE REQUIREMENTS

Department of Planning and Development Historic Landmark Agreement

A. INSURANCE REQUIRED OF LANDMARK OWNER ("Owner")

Owner must provide and maintain at Owner's own expense, during the Term of the Agreement and during the time period following expiration if Owner is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

- 1) Workers Compensation and Employers Liability (Primary and Umbrella)
Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per occurrence limits of the policy, whichever is greater.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 2) Commercial General Liability (Primary and Umbrella)
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to the following: All premises and operations, products/completed operations, separation of insureds, defense, professional services exclusion deleted, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and other entities as required by City must be provided additional insured status with respect to liability arising out of Owner's work, services or operations performed on behalf of the City. The City's additional insured status must apply to liability and defense of suits arising out of Owner's acts or omissions, whether such liability is attributable to the Owner or to the City on an additional insured endorsement form acceptable to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Owner's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

- 3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or operations to be performed, Automobile Liability Insurance must be maintained by the Owner with limits of not less than \$1,000,000 per occurrence or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insured on a primary, non-contributory basis.

Owner may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

If the landmark is unoccupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. If the landmark is occupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Owner may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections A.1, A.2, A.3 and A.4 herein.

5) All Risk Property

When Owner performs a repair or replacement of the landmark, the Owner must provide All Risk Property/Installation Insurance, at replacement cost, for loss or damage to equipment, machinery, materials or supplies that are part of the Agreement. Coverages must include in-transit, off-site, faulty workmanship or materials, testing and mechanical-electrical breakdown. The City is to be named as additional insured and loss payee as it's interest may appear.

B. INSURANCE REQUIRED OF PRIME CONTRACTOR ("Contractor") DURING CONSTRUCTION

Contractor must provide and maintain at Contractor's own expense, during the Term of this Agreement and during the time period following expiration if Contractor is required to return and perform any work, services or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Agreement.

1) Workers Compensation and Employers Liability (Primary and Umbrella)

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a work, services or operations under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee, or the full per

occurrence limits of the policy, whichever is greater. Coverage must include but not be limited to, the following: other states endorsement, alternate employer and voluntary compensation endorsement, when applicable.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include but not be limited to, the following: All premises and operations, products/completed operations for a minimum of two (2) years following project completion, explosion, collapse, underground, separation of insureds, mobile equipment, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent) and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period if applicable, or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

The City must be provided additional insured status with respect to liability arising out of Contractor's work, services or operations and completed operations performed on behalf of the City. Such additional insured coverage must be provided on ISO form **CG 2010 10 01 and CG 2037 10 01** or on an endorsement form at least as broad for ongoing operations and completed operations. The City's additional insured status must apply to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the City. The full policy limits and scope of protection also will apply to the City as an additional insured, even if they exceed the City's minimum limits required herein. Contractor's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

3) Automobile Liability (Primary and Umbrella)

Contractor must maintain Automobile Liability Insurance with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverage must include but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the

Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City is to be named as an additional insured on a primary, non-contributory basis.

Contractor may use a combination of primary and excess/umbrella policy/policies to satisfy the limits of liability required herein. The excess/umbrella policy/policies must provide the same coverages/follow form as the underlying policy/policies.

4) Excess/Umbrella

If the landmark is unoccupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. If the landmark is occupied during the work under the Agreement, Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$4,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Contractor may use a combination of primary and excess/umbrella policies to satisfy the limits of liability required in sections B.1, B.2, B.3 and B.4 herein.

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, the Contractor must provide All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent project. Coverages must include, but are not limited to, the following: material stored off-site and in-transit, equipment breakdown, earth movement, flood, water including overflow, leakage, sewer backup or seepage, utility services, damage to adjoining and existing property, scaffolding, false work, fences, and temporary structures, collapse, debris removal, faulty workmanship or materials, testing, mechanical-electrical breakdown, changes in temperature, extra expense, ordinance or law for increased cost of construction. The City is to be named as an additional insured and loss payee as it's interest may appear.

The Contractor is responsible for all loss or damage to personal property (including materials, equipment, tools and supplies) owned, rented or used by Contractor.

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$2,000,000. Coverage must include, but not be limited to, technology errors and omissions and pollution liability if environmental site assessments are conducted.

When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Railroad Protective Liability

When any work, services, or operations is to be done adjacent to or on railroad or transit property, Contractor must provide, with respect to the operations that Contractor or subcontractors perform, Railroad Protective Liability Insurance in the name of railroad or transit entity. The policy must have limits of not less than the requirement of the operating railroad for losses arising out of injuries to or death of all persons, and for damage to or destruction of property, including the loss of use thereof.

If applicable, a certified copy of the Railroad Protective policy is to be submitted to the Chicago Transit Authority (CTA), ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3rd Floor, Chicago, IL 60661. METRA, ATTN: Risk Management, 547 West Jackson Blvd, Chicago, IL 60661. An Insurance binder will be accepted until such time the policy is submitted.

8) Contractors Pollution Liability

When any work, services, or operations performed involves a potential pollution risk that may arise from the operations of Contractor's scope of services, Contractors Pollution Liability must be provided or caused to be provided, covering bodily injury, property damage and other losses caused by pollution conditions with limits of not less than \$5,000,000 per occurrence. Coverage must include but not be limited to completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal and if applicable, include transportation and non-owned disposal coverage. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City is to be named as an additional insured.

9) Environmental and Asbestos Abatement Liability

If the Contractor's scope of work involves the removal of asbestos, the removal/replacement of underground tanks, or the removal of toxic chemicals and substances, the Contractor will be required to provide the following minimum limits of liability, for such exposures subject to requirements and approval of the City: \$10,000,000 per Claim/Aggregate.

C. ADDITIONAL REQUIREMENTS

Evidence of Insurance. Owner and Contractor must furnish the City, Department of Planning and Development, 121 N. LaSalle Street, 10th Floor, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the Term of this Agreement. Owner and Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the

insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City's receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Owner and Contractor, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Owner and Contractor must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Owner and Contractor for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

Failure to Maintain Insurance. Failure of the Owner and Contractor to comply with required coverage and terms and conditions outlined herein will not limit Owner and Contractor's liability or responsibility nor does it relieve Owner and Contractor of its obligation to provide insurance as specified in this Agreement. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to suspend this Agreement until proper evidence of insurance is provided, or the Agreement may be terminated.

Notice of Material Change, Cancellation or Non-Renewal. Owner and Contractor must provide for sixty (60) days prior written notice to be given to the City in the event coverage is substantially changed, canceled or non-renewed and ten (10) days prior written notice for non-payment of premium.

Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Owner and Contractor.

Waiver of Subrogation. Owner and Contractor hereby waives its rights and agrees to require their insurers to waive their rights of subrogation against the City under all required insurance herein for any loss arising from or relating to this Agreement. Owner and Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City received a waiver of subrogation endorsement for Owner and Contractor's insurer(s).

Contractors Insurance Primary. All insurance required of Owner and Contractor under this Agreement must be endorsed to state that Owner and Contractor's insurance policy is primary and not contributory with any insurance procured or maintained by the City.

No Limitation as to Contractor's Liabilities. The coverages and limits furnished by Owner and Contractor in no way limit or restricts the Owner and Contractor's liabilities and responsibilities specified within the Agreement or by law.

No Contribution by City. Any insurance or self-insurance programs maintained by the City do not contribute with insurance provided by Owner and Contractor under this Agreement.

Insurance not Limited by Indemnification. The required insurance to be carried is not limited by any limitations expressed in the indemnification language in this Agreement or any limitation placed on the indemnity in this Agreement given as a matter of law.

Insurance and Limits Maintained. If Owner and Contractor maintains higher limits and/or broader coverage than the minimums shown herein, the City requires and must be entitled the higher limits and/or broader coverage maintained by Owner and Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage must be available to the City.

Joint Venture or Limited Liability Company. If Owner and Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a Named Insured.

Other Insurance obtained by Owner and Contractor. If Owner and Contractor desires additional coverages, the Owner and Contractor will be responsible for the acquisition and cost.

Insurance required of Subcontractors. Owner and/or Contractor must name Subcontractor(s) as a named insured(s) under Contractor's insurance or Owner and Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Owner or Contractor and may be subject to approval by the City. Owner or Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Owner or Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations on an endorsement form at least as broad and acceptable to the City. Owner or Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Owner or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Contractor's liability or responsibility.

City's Right to Modify. Notwithstanding any provisions in the Agreement to the contrary, the City, Department of Finance, Risk Management Office maintains the right to modify, delete, alter or change these requirements.

EXHIBIT E

FINAL PROJECT BUDGET

[To come]

EXHIBIT F

CONDITIONAL CERTIFICATE

The undersigned has served as the Third-Party (Inspecting) Architect/Engineer to _____ ("Landmark Owner") and hereby certifies for the benefit of the City of Chicago that the construction of the "Project" complies with the "Project Scope of Work," as those terms are defined in that certain Adopt a Landmark Floor Area Bonus Agreement between Landmark Owner and the City of Chicago, dated on or as of _____, 20__.

Dated: _____

[Third-Party (Inspecting) Architect/Engineer]

By: _____

Name: _____

Title: _____

STATE OF ILLINOIS)

) SS.

COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that _____, the _____ of _____, an Illinois _____, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and, being first duly sworn by me, acknowledged that s/he signed and delivered the foregoing instrument as her/his free and voluntary act, and as the free and voluntary act of said company, for the uses and purposes therein set forth.

GIVEN under my notarial seal this _____ day of _____, 20__.

NOTARY PUBLIC

EXHIBIT G

FORM OF ESCROW AGREEMENT

[Attached]

JOINT ORDER ESCROW AGREEMENT

Escrow No. _____ Date: _____, 20__

To: _____ ("Escrowee")

Chicago, IL 606__

Parties: (a) _____, an Illinois not-for-profit corporation
("Landmark Owner"); and

(b) CITY OF CHICAGO, an Illinois municipal corporation and home rule unit of government ("City").

1. The accompanying _____ Dollars (\$_____) is deposited by the City (the "City Deposit") and the accompanying _____ Dollars (\$_____) is deposited by Landmark Owner (the "Landmark Owner Deposit") with the Escrowee (such amounts, collectively, the "Escrow Deposits") and shall be used solely to reimburse the Landmark Owner for the costs shown on Exhibit 4 attached hereto, otherwise known as the "Approved Project Costs", relating to the Landmark Owner's performance of the "Preservation Work," as defined in that certain Adopt a Landmark Floor Area Bonus Agreement, between Landmark Owner and the City of Chicago, dated _____, 20__ (the "AAL Agreement"), relating to the property located at _____, Chicago, Illinois, and commonly known as _____.

2. The funds shall be disbursed by Escrowee only upon the written joint order of (1) _____, in her/his capacity as the _____ of Landmark Owner, or her/his duly authorized designee, and (2) the Commissioner or any Managing Deputy Commissioner of the Department of Planning and Development. That written order must be substantially in the form of Exhibit 2 attached hereto. The joint order shall be accompanied by a written statement from _____, Landmark Owner's Third-Party (Inspecting) Architect/Engineer, in substantially the form of Exhibit 3 attached hereto, which statement shall be attached to the joint order. Draw requests can be submitted on a monthly basis (i.e., within 30 days of the Landmark Owner incurring the expense for Approved Project Costs. *The City Deposit and the Landmark Owner Deposit shall be disbursed on a pro-rata basis.*

3. The undersigned authorize and direct the Escrowee to disregard any and all notices, warnings or demands given or made by the undersigned (other than jointly) or by any other person. The said undersigned also hereby authorize and direct the Escrowee to accept, comply with, and obey any and all writs, orders, judgments or decrees entered or issued by any court with or without jurisdiction; and in case the said Escrowee obeys or complies with any such writ, order, judgment or decree of any court, it shall not be liable to any of the parties hereto or any other person, by reason of such compliance, notwithstanding any such writ, order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. In case the Escrowee is made a party defendant to any suit or proceedings regarding this escrow trust, the undersigned, for themselves, their heirs, personal representatives, successors, and assigns, jointly and severally, agree to pay to said Escrowee, upon written

demand, all costs, attorney's fees, and expenses incurred with respect thereto. The Escrowee shall have a lien on the deposit(s) herein for any and all such costs, fees and expenses. If said costs, fees and expenses are not paid, then the Escrowee shall have the right to reimburse itself out of the said deposit(s).

4. Except as set forth in Paragraph 9 hereof, in no case shall escrow funds be surrendered except on a joint order signed by Landmark Owner and the City or their respective legal representatives or successors or as directed pursuant to Paragraph 3 above or in obedience of the process or order of court as provided in this Agreement.

5. If conflicting demands are made upon Escrowee or legal action is brought in connection with this Agreement, Escrowee may withhold all performance without liability therefore, or Escrowee may file suit for interpleader or declaratory relief. If Escrowee is required to respond to any legal summons or proceedings, or if any action of interpleader or declaratory relief is brought by Escrowee, or if conflicting demands or notice by parties to this Agreement or by others are served upon Escrowee, the parties jointly and severally agree to pay escrow fees and all costs, expenses, and attorneys' fees expended or incurred by Escrowee as a result of any of the above described events. The undersigned parties further agree to save Escrowee harmless from all losses and expenses, including reasonable attorneys' fees and court costs incurred by reason of any claim, demand, or action filed with respect to this Agreement. The undersigned jointly and severally agree to pay the fees of Escrowee and reimburse Escrowee for all expenses incurred in connection with this Agreement and direct that all sums due to Escrowee pursuant to this Agreement be deducted from the escrow funds. The undersigned hereby grant Escrowee a lien against the escrow funds to secure all sums due Escrowee. The Escrowee shall not be liable for any act which it may do or omit to do hereunder in good faith and the reasonable exercise of its own best judgment. Any act done or omitted by the Escrowee pursuant to the advice of its legal counsel shall be deemed conclusively to have been performed in good faith by the Escrowee.

6. This Agreement is intended to implement, is not intended to cancel, supersede or modify the terms of the AAL Agreement, or any agreement by and between Landmark Owner and the City. The duties and responsibilities of Escrowee are limited to this Agreement and the Escrowee shall not be subject to nor obligated to recognize any other agreement between the parties, provided, however, that these escrow instructions may be amended at any time by an instrument in writing signed by all of the undersigned.

7. Landmark Owner and the City warrant to and agree with Escrowee that, unless otherwise expressly set forth in this Agreement: (a) there is no security interest in the escrow funds or any part thereof; (b) no financing statement under the Uniform Commercial Code is on file in any jurisdiction claiming a security interest in or describing (whether specifically or generally) the escrow funds or any part thereof; and (c) Escrowee shall have no responsibility at any time to ascertain whether or not any security interest exists in the escrow funds or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the escrow funds or any part thereof.

8. The fee for establishing the escrow is \$____, payable at the time the escrow funds are deposited. An annual fee of \$____ will be charged for each year (or part thereof) the escrow account remains open (with any part of the deposit not disbursed) after _____, 20____.

Wire transfer or overnight delivery fees will be assessed at the rate of \$_____ each. All fees relating to this escrow account shall be paid from the escrow account. ***If there are insufficient funds in the escrow account to pay such fees, then such fees shall be billable to and payable solely by Landmark Owner.***

9. _____ [Escrowee] may resign as Escrowee by giving ten (10) days prior written notice by certified mail, return receipt requested, sent to Landmark Owner and the City care of their designated representatives and at the addresses set forth below; and thereafter Escrowee shall deliver all remaining escrow funds to a successor Escrowee named by Landmark Owner and the City in a joint written and signed order. If Landmark Owner and the City do not agree on a successor Escrowee, then Escrowee shall deliver all remaining escrow funds to the City.

10. This Agreement shall terminate ten (10) days following the earlier of: (i) the date on which the Landmark Owner completes the Preservation Work in accordance with the terms of the AAL Agreement, as evidenced by the Landmark Owner's receipt of a Certificate of Completion from the City, or (ii) _____, 20__, as such date may be extended in writing by the City. All funds, including accumulated interest on the escrow funds, remaining in the escrow account on such termination date will belong to the City and the City will have the sole right to direct the Escrowee to disburse the funds in the escrow account to the City.

11. Any notice which the parties hereto are required or desire to give hereunder to any of the undersigned shall be in writing and may be given by mailing or delivering the same to the address of the undersigned by certified mail, return receipt requested, or overnight courier:

Landmark Owner:

Chicago, Illinois 606____
Attn: _____

City:

City of Chicago
Department of Planning & Development
121 North LaSalle Street, Room 1000
Chicago, Illinois 60602
Attn: Commissioner

With a copy to:

City of Chicago
Department of Law
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attn: Real Estate and Land Use Division,
Deputy Corporation Counsel

Escrowee:

Chicago, IL 606__

Attn:

Phone No.:

Fax No.:

Email:

12. Direction Not to Invest/Right to Commingle. Except as to deposits of funds for which Escrowee has received express written direction concerning investment or other handling, the parties hereto direct the Escrowee NOT to invest any funds deposited by the parties under the terms of this escrow and waive any rights which they may have under Section 2-8 of the Corporate Fiduciary Act (205 ILCS 620/2-8) to receive interest on funds deposited hereunder. In the absence of an authorized direction to invest funds, the parties hereto agree that the Escrowee shall be under no duty to invest or reinvest any such funds at any time held by it hereunder; and, further, that Escrowee may commingle such funds with other deposits or with its own funds in the manner provided for the administration of funds under said Section 2-8 and may use any part or all of such funds for its own benefit without obligation to any party for interest or earnings derived thereby, if any. Further, even with appropriate instructions to invest Escrow Deposits, Escrowee may commingle the Escrow Deposits with other funds in a trust account in order to facilitate placing the Escrow Deposits into a segregated interest bearing account and to disburse the Escrow Deposits once they have been removed from such segregated interest bearing account as required by the terms of this Agreement. Provided, however, nothing herein shall diminish Escrowee's obligation to apply the full amount of such funds in accordance with the terms of these escrow instructions.

13. Disputes/Circumstance not contemplated. If any dispute arises with respect to the disbursement of any funds on deposit or if circumstances arise that were not contemplated or described in the original escrow agreement, and Escrowee is unsure as to its duties as a result, Escrowee may continue to hold said funds until either in receipt of a joint order from the parties or a court order directing payment. In such instance, Escrowee may elect to commence an action in interpleader and in conjunction therewith remit the Escrow Deposit to a court of competent jurisdiction pending resolution of such dispute, and Landmark Owner hereby indemnifies and holds harmless Escrowee for any action taken by it in good faith in the execution of its duties hereunder. The parties further agree that the cost of any such action shall be deducted from the Escrow Deposit prior to disbursement to the parties.

14. Disclaimer Re: Validity of Documentation. In its capacity as Escrowee, Escrowee shall not be responsible for the genuineness or validity of any security, instrument, document or item deposited with it and shall have no responsibility other than to faithfully follow the instructions contained herein, and shall not be responsible for the validity or enforceability of any security interest of any party and it is fully protected in acting in accordance with any written instrument given to it hereunder by any of the parties hereto and reasonably believed by Escrowee to have

been signed by the proper person. Escrowee may assume that any person purporting to give any notice hereunder has been duly authorized to do so.

[Signature page follows.]

[Landmark Owner]

By: _____
Name: _____
Its: _____

CITY OF CHICAGO

By: _____
Ciere Boatright
Commissioner,
Department of Planning
and Development

_____[Escrowee]

By: _____
Name: _____
Its: _____

(sub) EXHIBIT 1 to Joint Order Escrow Agreement

Disbursement Direction

I, _____, the _____ of _____, hereby
direct _____, Escrowee, under its Escrow Number _____ to pay to
_____ [Landmark Owner] the sum of \$ _____
from the cash deposit held in said Escrow.

Dated: _____
[Landmark Owner]

By: _____
Name: _____
Its: _____

I, _____, the _____ [Commissioner / Managing Deputy
Commissioner] of the City of Chicago Department of Planning and Development, hereby
authorize the disbursement requested above approving its payment as so directed.

Dated: _____ City of Chicago, acting by and through its
Department of Planning and Development

By: _____
Name: _____
Its: _____

(sub) EXHIBIT 2 to Joint Order Escrow Agreement

The undersigned has served as the Third-Party (Inspecting) Architect/Engineer to _____ (the "Landmark Owner") and hereby certifies that the accompanying joint written order seeks funds to reimburse the Landmark Owner for "Approved Project Costs" incurred by Landmark Owner for the "Preservation Work," as defined in, and determined and governed by, the Adopt a Landmark Floor Area Bonus Agreement between Landmark Owner and the City of Chicago, dated _____, 20____. The undersigned has obtained and has included with this certification **lien waivers** for all the work for which reimbursement is sought, **and an AIA Application and Certificate for payment** (each, a "Draw") completed by or on behalf of Landmark Owner (or other statement in a form reasonably satisfactory to the City) setting forth, among other things, the amount of the funds (such funds being referred to herein as an "Advance") requested in each instance and also including:

- (i) the hard and soft cost statements;
- (ii) a cost certification from the Contractor in a form reasonably satisfactory to the Third-Party Architect/Engineer regarding the work or materials covered by the Draw;
- (iii) full or conditional, as applicable, lien waivers from all contractors, subcontractors or suppliers who supplied materials or performed work covered by the Draw in form and substance reasonably satisfactory to the Third-Party Architect/Engineer; and
- (iv) proof of payment of soft costs covered by the previous Draw, in a form reasonably satisfactory to the Third-Party Architect/Engineer.

Dated: _____

[Third-Party (Inspecting) Architect/Engineer]

By: _____

Name: _____

Title: _____

(sub) EXHIBIT 3 to Joint Order Escrow Agreement

APPROVED PROJECT COSTS

The funds in the Joint Order Escrow account will be used solely to reimburse the Landmark Owner for the following categories of costs incurred by the Landmark Owner in the performance of City approved Preservation Work

General Conditions	\$63,085
• Procure City of Chicago Building Permit, Environmental (Grinding), and Scaffold permits. • Provide secured site & pedestrian protection with Public Right of Way permit. • Provide Certificates of Insurance. • Install sample mockups for review and approval. • Provide Union tradesmen support for A/E inspection time. • Project Management – Documentation – Administrative Support • Safety & Quality Control Managers	
Scaffolding Access	\$103,768
• Erect engineered Supported Pipe Scaffolding System. • Install necessary Hoisting Systems.	
Stone Facade Restoration – All Tower Elevation	\$780,210
• Removal of existing original Serpentine stone. Salvage as much original stone as possible to be used on other areas of the building that require repair (current goal is 25%). • Reconstruction of 4” wythe back-up brick (allowance of 500 SF) • Remove and salvage for reuse Sandstone sills and trim units. • Remove and salvage for reuse Indiana Limestone gable units. • Patch Serpentine stone identified for reuse. • 100% of the serpentine on the bell tower shall be removed and replaced with new cast stone units, matching the historic serpentine in the sizes, shapes, colors, textures and finishes that currently exist. • Reconstruct tower with 100% new cast stone units utilizing all stainless-steel anchorage and hardware. • Reinstall salvage original Sandstone & Indiana Limestone units. • Tuckpoint all mortar joints with appropriate joint profile. • Final new clean all masonry surfaces.	
Wood Framed Louvers	\$48,166
• Perform necessary hazardous material abatement (\$10,000 allowance) • Remove existing paint coatings and sealants. • Perform patching and wood dutchmen repairs as identified. • Prime and finish paint.	

Sheet Metal Cornice	\$25,430
• Perform necessary hazardous material abatement (\$7,500. allowance) • Remove existing coating as directed. • Perform isolated patching repairs to galvanized sheet metal cornice. • Prime and finish paint.	
Contingency	\$91,034
Architect/Engineer Fees (WJE)	\$73,500
Estimated Other Soft Costs	
• Escrow Fees • Third Party Reviewer Fees	\$1,500 \$18,500
TOTAL PROJECT BUDGET	\$1,205,193
ADOPT-A-LANDMARK GRANT	\$1,205,193

Such costs of Preservation Work must be based on the Landmark Owner's actual costs, verified by actual receipts, with no markup by the Landmark Owner for these costs.

EXHIBIT H

M/WBE BUDGET

[to come]