



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 2, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-01 Contract and spending associated with the Air and Water Show

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Charmain Burke asked for all the contracts and spending associated with the Air and Water Show.

Attached is the YTD expenditure report for the 2018 Air and Water Show. The box labeled *023-01, box 1 of 1* contains all associated contracts.

As always, please let me know if you have any further questions.

## Air and Water Show (YTD)

Vendor Name	Date	Expenditures
DEFENSE ACCOUNTING OFFICE	4/3/2018	\$8,000.00
DEFENSE ACCOUNTING OFFICE	4/3/2018	\$12,000.00
STANDARD PARKING MLK GARAGE	10/19/2018	\$3,000.00
WE'RE CLEANING, INC.	10/22/2018	\$1,500.00
PROGRESSIVE INDUSTRIES, INC.	10/30/2018	\$230.08
		<b>\$24,730.08</b>
Vendor Name	Date	Expenditures
INTERNATIONAL COUNCIL OF AIR SHOWS	2/16/2018	\$375.00
MB REAL ESTATE SERVICES INC	7/2/2018	\$1,654.00
BILL STEIN AEROSPORTS INC	7/16/2018	\$8,000.00
WARBIRD HERITAGE FOUNDATION	7/16/2018	\$5,000.00
FLIGHT PRODUCTIONS INC	7/16/2018	\$8,500.00
DAVE DACY AIRSHOWS INC.	7/16/2018	\$10,500.00
CHICAGO TROLLEY CO	8/16/2018	\$5,780.00
CHICAGO TROLLEY CO	8/16/2018	\$5,780.00
HIGHWAY SAFETY CORPORATION	9/12/2018	\$433.10
HYATT REGENCY	9/13/2018	\$848.38
STANDARD PARKING MLK GARAGE	9/13/2018	\$3,000.00
COMMUNICATIONS DIRECT, INC	9/13/2018	\$769.00
LINCOLN PARK ZOO	9/20/2018	\$3,775.00
HARRIS ICE, INC.	9/26/2018	\$325.00
HARRIS ICE, INC.	9/26/2018	\$105.00
HARRIS ICE, INC.	9/26/2018	\$192.50
WE'RE CLEANING, INC.	10/4/2018	\$127,170.29
OOSTERBAAN SCAFFOLDING	7/3/2018	\$1,500.00
PRODUCTION DISTRIBUTION COMPANIES	7/18/2018	\$427.96
PRODUCTION DISTRIBUTION COMPANIES	7/18/2018	\$1,203.49
PRODUCTION DISTRIBUTION COMPANIES	7/18/2018	\$2,160.14
RAVENSWOOD SPECIAL EVENTS INC	7/20/2018	\$5,500.00
WGN FLAG & DECORATING CO 01	8/1/2018	\$77.50
MEDTECH WRISTBANDS INC.	8/17/2018	\$111.30
MARQUEE EVENT GROUP INC	8/28/2018	\$3,031.25
PROGRESSIVE INDUSTRIES, INC.	9/5/2018	\$90.72
PROGRESSIVE INDUSTRIES, INC.	9/5/2018	\$127.03
OOSTERBAAN SCAFFOLDING	9/5/2018	\$11,350.00
ROLLING R GOLF CARTS	9/5/2018	\$3,111.80
SERVICE SANITATION	9/19/2018	\$25,695.00
FELLOWSHIP FLEET	9/19/2018	\$107.00
MOBILE FACILITIES OF ILL, INC.	9/19/2018	\$1,672.00
SKYTECH ENTERPRISES, LTD	9/28/2018	\$49,957.71
HERC RENTALS INC	10/1/2018	\$3,922.65
HERC RENTALS INC	10/1/2018	\$1,017.79
HERC RENTALS INC	10/1/2018	\$1,184.74
RAVENSWOOD SPECIAL EVENTS INC	10/1/2018	\$33,764.50
ENTERPRISE LEASING CO. OF CHICAGO	10/1/2018	\$45,574.27
MIDWEST AIR SHOW INC.	10/5/2018	\$95,000.00
CHICAGO EVENT GRAPHICS INC	10/22/2018	\$5,464.56
		<b>\$474,258.68</b>
<b>Total YTD</b>		<b>\$498,988.76</b>



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CITY OF CHICAGO

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**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 2, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-02 Contract and spending associated with the Taste of Chicago

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for all the contracts and spending associated with the Taste of Chicago.

Attached is the YTD expenditure report for the 2018 Taste of Chicago. The box labeled *023-02, box 1 of 1* contains the contracts specific to Taste of Chicago.

As always, please let me know if you have any further questions.

## 2018 Taste of Chicago Spend YTD

Vendor Name	Date	Expenditures
ARROW MESSENGER SERVICE, INC.	8/9/2018	\$22.10
		<b>\$22.10</b>
Vendor Name	Date	Expenditures
CHICAGO LIGHTHOUSE	8/1/2018	\$243.19
SEBIS DIRECT	7/5/2018	\$3,233.00
		<b>\$3,476.19</b>
Vendor Name	Date	Expenditures
DO312 LLC	7/23/2018	\$1,500.00
CDW GOVERNMENT, LLC.	6/6/2018	\$11,930.50
		<b>\$13,430.50</b>
Vendor Name	Date	Expenditures
OFFICE DEPOT INC	8/13/2018	\$64.90
OFFICE DEPOT INC	8/13/2018	\$64.90
OFFICE DEPOT INC	8/13/2018	\$51.70
OFFICE DEPOT INC	8/13/2018	\$114.99
OFFICE DEPOT INC	8/13/2018	\$107.94
OFFICE DEPOT INC	8/13/2018	\$39.96
		<b>\$444.39</b>
Vendor Name	Date	Expenditures
TALBRA INC	1/23/2018	\$20,000.00
J MOODY BLUES INC	1/23/2018	\$20,000.00
GLOBAL TREE GROUP LLC	1/23/2018	\$10,000.00
MOON DOG INC	3/28/2018	\$22,500.00
MICHAEL PRYOR	5/14/2018	\$400.00
PARADIGM TALENT AGENCY	6/19/2018	\$2,500.00
BORN LEADERS INC	6/19/2018	\$1,500.00
AGENCY FOR THE PERFORMING ARTS	6/19/2018	\$7,500.00
SRO ARTISTS INC.	6/19/2018	\$2,500.00
PARADIGM TALENT AGENCY	6/21/2018	\$75,000.00
WILLIAM MORRIS ENDEAVOR ENTERTAINMENT LLC	6/21/2018	\$5,000.00
ANIBA HOTEPE & THE SOL COLLECTIVE	6/21/2018	\$1,250.00
DAVE WELD	6/21/2018	\$1,000.00
DANIEL CRANE	6/21/2018	\$500.00
BIANCA SHAW MUSIC LLC	6/21/2018	\$2,000.00
OH MY GOD MUSIC INC.	6/21/2018	\$500.00
LA SANTA CECILIA	6/21/2018	\$7,500.00
PHANTOM 309 PRODUCTIONS INC	6/21/2018	\$37,500.00
TYTIANA TAYLOR-THOMAS	6/21/2018	\$2,000.00
MICHAEL PRYOR	6/21/2018	\$3,000.00
KIARA LANIER	6/21/2018	\$800.00
PRIMAL SIMPLICITY INC	6/26/2018	\$5,000.00
WME IMG HOLDINGS LLC	6/26/2018	\$112,500.00
ISABEL OLIVE	6/26/2018	\$2,000.00
PHANTOM 309 PRODUCTIONS INC	6/26/2018	\$37,500.00



Vendor Name	Date	Expenditures
J MOODY BLUES INC	6/26/2018	\$25,000.00
TALBRA INC	6/26/2018	\$25,000.00
JUSTINA KAIRYTE	6/28/2018	\$300.00
LRL PINNACLE MUSIC GROUP LLC	6/28/2018	\$500.00
M A F E MUSIC LLC	6/28/2018	\$7,500.00
MADAME GANDHI LLC	6/28/2018	\$2,500.00
PARADIGM TALENT AGENCY	6/28/2018	\$7,500.00
CORDELL HUNTER	6/28/2018	\$300.00
ERIC GEORGE	6/28/2018	\$400.00
ZUMA RECORDS LLC	6/28/2018	\$250.00
THE PACK DRUMLINE LLC	7/2/2018	\$4,000.00
ARCHIE POWELL & THE EXPORTS LLC.	7/2/2018	\$1,200.00
HIS AND HER ENTERTAINMENT LLC	7/2/2018	\$800.00
DANIEL WEISBERG	7/2/2018	\$400.00
REY L IRIZARRY	7/2/2018	\$500.00
DEXTER A MATTHEWS	7/2/2018	\$500.00
DOUGLAS J ABRAM	7/2/2018	\$500.00
ROBERT POLOVICK	7/2/2018	\$500.00
CITY OF DREAMS LLC	7/2/2018	\$1,500.00
CALE ZEPERNICK	7/2/2018	\$400.00
BLACKFEET PRODUCTIONS LLC	7/2/2018	\$2,500.00
SHAWN LENT	7/2/2018	\$3,200.00
HEATHER KILLIAN	7/2/2018	\$3,500.00
EMILY OTNES	7/2/2018	\$600.00
MARIO HERNANDEZ 01	7/3/2018	\$600.00
ADAM R WHEELER	7/14/2018	\$600.00
ANTHONY PAVEL	7/14/2018	\$800.00
WME IMG HOLDINGS LLC	7/19/2018	\$150,000.00
MICHAEL PRYOR	7/24/2018	\$400.00
ALEXANDRA B WHITE	7/24/2018	\$250.00
QUINLAN KIRCHNER	7/24/2018	\$250.00
SANDRA TREVINO	7/24/2018	\$400.00
ELIZABETH WOODS	7/24/2018	\$650.00
HAROLD GONZALEZ MEDINA	7/24/2018	\$250.00
RAMARA TAYLOR	7/24/2018	\$250.00
JOHN M. SIMMONS	7/24/2018	\$400.00
KHRISHNA HUTCHINSON	7/31/2018	\$300.00
DANIEL VILLARREAL	8/1/2018	\$250.00
CRISTALLE BOWEN	8/1/2018	\$500.00
JAMEISHA TRICE	8/3/2018	\$50.00
KAEYRA LLC	8/3/2018	\$200.00
CAECILIA HUBBARD	8/7/2018	\$650.00
JILL HOPKINS	8/7/2018	\$250.00
PHILLIP LEE_	8/7/2018	\$400.00
ANGEL M ELMORE	8/7/2018	\$250.00
ALEJANDRO AYALA	8/9/2018	\$250.00
MARCO MORALES	8/9/2018	\$250.00
STEVEN ANDERSON	8/9/2018	\$250.00
COURTLAND GREEN	8/9/2018	\$250.00

Vendor Name	Date	Expenditures
JOSEPH BRYL	8/9/2018	\$250.00
PATRICIA OKULINSKI	8/9/2018	\$250.00
MICHAEL REUTER	8/9/2018	\$250.00
MIKE BOYD	8/9/2018	\$250.00
MARTIN ATKINS	8/10/2018	\$250.00
KOMBI LLC	8/21/2018	\$2,000.00
GEORGE OLIVOS	10/19/2018	\$250.00
		<b>\$631,500.00</b>
Vendor Name	Date	Expenditures
NESTLE WATERS NORTH AMERICA D/B/A READY REFRES	3/15/2018	\$439.53
WASHBURNE CULINARY INSTITUTE	5/25/2018	\$900.00
ILLINOIS RESTAURANT ASSN	6/5/2018	\$1,050,000.00
REINKE SUPPLY COMPANIES	6/6/2018	\$1,856.33
T C FURLONG INC	6/6/2018	\$1,733.00
MARQUEE EVENT GROUP INC	6/21/2018	\$1,825.80
WASHBURNE CULINARY INSTITUTE	6/26/2018	\$640.00
JUAN A CHAVEZ	7/14/2018	\$6,000.00
MADAME GANDHI LLC	7/24/2018	\$552.95
THOMAS III, PERCY	8/10/2018	\$16.95
HYATT REGENCY	8/10/2018	\$36,425.57
ROLLING R GOLF CARTS	8/16/2018	\$200.00
ACME METROLOGY	8/16/2018	\$1,700.00
TALL CITY INC	8/16/2018	\$12,135.00
C'EST SI BON, LTD.	8/16/2018	\$13,977.50
WE'RE CLEANING, INC.	8/16/2018	\$288,285.28
ILLINOIS DEPARTMENT OF REVENUE	8/21/2018	\$302,273.43
CITY OF CHICAGO - DEPT. OF FINANCE	8/21/2018	\$23,375.50
COOK COUNTY DEPARTMENT OF REVENUE	8/21/2018	\$3,332.68
HIGHWAY SAFETY CORPORATION	8/27/2018	\$2,402.88
TICKETMASTER L.L.C.	9/13/2018	\$41,669.71
NESTLE WATERS NORTH AMERICA D/B/A READY REFRES	9/20/2018	\$619.92
TECHNOTRIX INC	9/20/2018	\$111,356.82
HARRIS ICE, INC.	9/20/2018	\$2,424.00
BRONNER GROUP, LLC.	9/24/2018	\$6,500.00
WE'RE CLEANING, INC.	10/5/2018	\$3,500.00
RAVENSWOOD SPECIAL EVENTS INC	3/21/2018	\$7,394.51
RAVENSWOOD SPECIAL EVENTS INC	3/21/2018	\$7,500.00
REINKE SUPPLY COMPANIES	4/20/2018	\$4,357.00
RAVENSWOOD SPECIAL EVENTS INC	4/24/2018	\$7,394.51
RAVENSWOOD SPECIAL EVENTS INC	4/26/2018	\$10,932.00
PRODUCTION DISTRIBUTION COMPANIES	5/2/2018	\$497.54
ROOT BROS MFG & SUPPLY CO	6/6/2018	\$227.68
RAVENSWOOD SPECIAL EVENTS INC	6/8/2018	\$44,775.50
KOBOTECH, INC.	6/8/2018	\$185,208.51
REINKE SUPPLY COMPANIES	6/19/2018	\$720.00
RAE PRODUCTS & CHEMICALS CORP.	6/20/2018	\$5,219.42
RAVENSWOOD SPECIAL EVENTS INC	6/26/2018	\$23,139.50
RAE PRODUCTS & CHEMICALS CORP.	6/27/2018	\$5,316.77
ILLINOIS RESTAURANT ASSN	6/27/2018	\$100,000.00

Vendor Name	Date	Expenditures
ILLINOIS RESTAURANT ASSN	6/27/2018	\$125,000.00
MEDTECH WRISTBANDS INC.	6/28/2018	\$39.75
KOBOTECH, INC.	7/11/2018	\$92,604.26
VALDES LLC	7/13/2018	\$540.00
ROLLING R GOLF CARTS	7/16/2018	\$26,907.48
HERC RENTALS INC	7/24/2018	\$450.46
PRODUCTION DISTRIBUTION COMPANIES	7/18/2018	\$0.00
PRODUCTION DISTRIBUTION COMPANIES	7/18/2018	\$9,005.02
MEDTECH WRISTBANDS INC.	7/19/2018	\$247.20
RAVENSWOOD SPECIAL EVENTS INC	7/20/2018	\$65,493.00
WASHBURNE CULINARY INSTITUTE	7/25/2018	\$15,900.00
KOBOTECH, INC.	8/1/2018	\$92,604.26
MB REAL ESTATE SERVICES INC	8/9/2018	\$1,144.74
FELLOWSHIP FLEET	8/14/2018	\$10,615.00
LEE LUMBER & BLDG MATERIAL COR	8/15/2018	\$3,354.60
LEE LUMBER & BLDG MATERIAL COR	8/15/2018	\$507.00
INDUSTRIAL FENCE INC.	8/15/2018	\$67,867.20
MOBILE FACILITIES OF ILL, INC.	8/17/2018	\$19,028.00
OOSTERBAAN SCAFFOLDING	8/20/2018	\$2,800.00
HERC RENTALS INC	8/20/2018	\$11,654.63
HERC RENTALS INC	8/20/2018	\$450.46
RAVENSWOOD SPECIAL EVENTS INC	8/20/2018	\$3,418.32
OOSTERBAAN SCAFFOLDING	8/20/2018	\$17.85
LANGUAGE LINE SOLUTIONS INC.	8/20/2018	\$4,037.29
UNITED SECURITY SERVICES, INC.	8/20/2018	\$211,453.51
ENTERPRISE LEASING CO. OF CHICAGO	8/20/2018	\$13,388.38
KNOX-ARRAY EVENT PRODUCTION	8/20/2018	\$5,000.00
CANADA TICKET INC	8/20/2018	\$19,680.00
CHICAGO EVENT GRAPHICS INC	8/20/2018	\$36,853.78
MB REAL ESTATE SERVICES INC	9/12/2018	\$926.69
MEDTECH WRISTBANDS INC.	9/13/2018	\$83.31
AIRAD INC	9/19/2018	\$42,595.00
GARDA CL GREAT LAKES INC	9/24/2018	\$5,511.85
SERVICE SANITATION	9/24/2018	\$100,265.00
HERC RENTALS INC	9/24/2018	\$1,491.02
HERC RENTALS INC	9/24/2018	\$1,491.02
RAVENSWOOD SPECIAL EVENTS INC	9/25/2018	\$9,194.99
RAVENSWOOD SPECIAL EVENTS INC	9/25/2018	\$96,937.00
SKYTECH ENTERPRISES, LTD	9/25/2018	\$123,275.95
DEBI'S PIANO TUNING & REPAIR	10/2/2018	\$99.75
MARQUEE EVENT GROUP INC	10/4/2018	\$2,005.25
MARQUEE EVENT GROUP INC	10/4/2018	\$155,672.79
MARQUEE EVENT GROUP INC	10/5/2018	\$400.00
MARQUEE EVENT GROUP INC	10/5/2018	\$5,042.54
MARQUEE EVENT GROUP INC	10/5/2018	\$7,864.90
MARQUEE EVENT GROUP INC	10/5/2018	\$2,134.15
MARQUEE EVENT GROUP INC	10/5/2018	\$7,873.25
MARQUEE EVENT GROUP INC	10/5/2018	\$61,235.21
MARQUEE EVENT GROUP INC	10/5/2018	\$20,711.27

Vendor Name	Date	Expenditures
MARQUEE EVENT GROUP INC	10/5/2018	\$27,485.28
		<b>\$3,829,184.20</b>
Vendor Name	Date	Expenditures
CITY TREASURER	6/26/2018	\$80,000.00
YUM DUM	7/20/2018	\$22,463.74
WOOD FIRE COUNTER	7/20/2018	\$3,796.11
WARM BELLY BAKERY	7/20/2018	\$11,032.71
Aunty Joy	7/20/2018	\$21,229.58
BJ'S MARKET & BAKERY	7/20/2018	\$51,551.24
CAFFE GELATO INC.	7/20/2018	\$28,813.48
CLASSIC COBBLER	7/20/2018	\$4,386.50
FRANCO'S RISTORANTE	7/20/2018	\$80,425.99
RICOBENE'S	7/20/2018	\$31,048.96
SUN WAH BAR B Q CO INC	7/23/2018	\$6,981.83
ROBINSON'S #1 RIBS, INC.	7/20/2018	\$79,542.16
BettyBOT Shop	7/20/2018	\$2,452.47
FRANNIE'S CAFE INC	7/20/2018	\$53,766.74
CHICAGO'S DOG HOUSE	7/20/2018	\$38,512.23
BLACKWOOD BBQ	7/20/2018	\$6,094.71
BILLY GOAT TAVERN & GRILL	7/20/2018	\$25,976.49
BUONA BEEF	7/20/2018	\$40,834.86
CHURRO FACTORY	7/20/2018	\$108,397.48
CONNIE'S PIZZA	7/20/2018	\$84,194.56
CHESA'S GLUTEN FREE FOOD TRUCK	7/20/2018	\$2,964.73
CHIYA CHAI CAFA@	7/20/2018	\$3,730.52
ALOHA WAGON	7/20/2018	\$3,704.15
AZTEC DAVE'S FOOD TRUCK	7/20/2018	\$7,657.87
BEAT KITCHEN, INC.	7/20/2018	\$38,060.48
BEAVERS COFFEE AND DONUTS	7/20/2018	\$9,946.90
BROKEN ENGLISH TACO PUB	7/20/2018	\$7,104.83
CHICAGO PARENT NEWSMAGAZINE	7/20/2018	\$9,461.88
TUSCANY	7/20/2018	\$27,135.44
THESE WINGZ?	7/23/2018	\$2,179.20
PORK CHOPS	7/24/2018	\$27,942.74
PORK & MINDY'S	7/20/2018	\$10,239.57
OUTPUT LOUNGE & SPORTS BAR	7/20/2018	\$25,906.80
JOSEPHINE'S COOKING	7/20/2018	\$7,242.22
PORK CHOPS	7/20/2018	\$0.00
MAD SOCIAL	7/23/2018	\$6,430.17
AMERICAN GLORY	7/23/2018	\$6,081.98
ARUN'S THAI RESTAURANT	7/23/2018	\$14,875.16
AUNTIE VEE'S	7/23/2018	\$6,422.66
BITES ASIAN KITCHEN + BAR	7/23/2018	\$5,793.18
Fronen Foods	7/23/2018	\$3,736.53
CARBON ON 26TH LLC	7/23/2018	\$51,951.28
DA LOBSTA	7/23/2018	\$28,073.55
GOTC CATERING (Formerly DIA DE LOS TAMALES)	7/23/2018	\$3,579.26
PUFFS OF DOOM	7/23/2018	\$42,860.35
ESPERANZA'S KITCHEN DELIGHTS	7/23/2018	\$41,832.93

Vendor Name	Date	Expenditures
GARIFUNA FLAVA CARIBBEAN RESTAURANT	7/23/2018	\$29,847.51
GOLD COAST DOGS FRANCHISE SYSTEM	7/23/2018	\$58,529.07
HAKKA BAKKA INDIAN KATI ROLLS	7/23/2018	\$8,598.12
HAROLD'S CHICKEN SHACK	7/23/2018	\$29,325.13
Just Salad LaSalle LLC	7/23/2018	\$3,942.55
VPC PIZZA LICENSES CORP.	7/23/2018	\$16,887.15
GOTC CATERING (Formerly DIA DE LOS TAMALES)	7/23/2018	\$34,592.27
SFC FOODS CHICAGO INC	7/23/2018	\$5,911.82
BOLAT AFRICAN CUISINE INC DBA IYANZE	7/23/2018	\$24,146.28
KASIA'S DELI	7/23/2018	\$34,424.31
LA BOMBA RESTAURANT	7/23/2018	\$41,937.70
LA COCINITA	7/23/2018	\$7,867.58
LA MEXICANA	7/23/2018	\$69,398.46
LAWRENCE'S FISHERIES	7/23/2018	\$34,180.71
LOU MALNATI'S PIZZERIA	7/23/2018	\$68,036.99
O'BRIEN'S RESTAURANT	7/23/2018	\$52,163.71
ORIGINAL RAINBOW CONE, INC	7/23/2018	\$80,920.50
PUFFS OF DOOM	7/23/2018	\$11,534.27
PREMIER CATERING & EVENTS LLC	7/23/2018	\$81,218.27
SAUSAGEFEST	7/23/2018	\$5,602.19
SEOUL TACO	7/23/2018	\$8,394.49
So Forking Great	7/23/2018	\$2,299.13
STAR OF SIAM	7/23/2018	\$46,877.08
TEXAS DE BRAZIL (NORTH BRIDGE)	7/23/2018	\$37,523.39
THE ELI'S CHEESECAKE COMPANY	7/23/2018	\$67,235.16
THE FAT SHALLOT, LLC	7/23/2018	\$9,016.41
THE LIFEWAY KEFIR SHOP	7/23/2018	\$8,270.83
UKAI JAPANESE RESTAURANT	7/23/2018	\$31,416.79
VEE-VEE'S AFRICAN RESTAURANT	7/23/2018	\$35,791.35
PREMIER CATERING & EVENTS LLC	8/16/2018	\$636.00
SUN WAH BAR B Q CO INC	7/20/2018	\$0.00
THESE WINGZ?	7/20/2018	\$0.00
		<b>\$2,122,941.44</b>
Vendor Name	Date	Expenditures
ARROW MESSENGER SERVICE, INC.	4/9/2018	\$15.18
		<b>\$15.18</b>
<b>Total YTD</b>		<b>\$6,601,014.00</b>



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Department of Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 1, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-03 0140 Contracts

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for a list of all contracts under 0140 line for 2017-2018.

DCASE allocates the entire budget from account 0140 to MB Real Estate for facility management services and event support of the Chicago Cultural Center. Please find the MB contract attached.

2017	\$1,462,088
2018	\$1,487,702

As always, please let me know if you have any further questions.

## Contract Summary Sheet

**Contract (PO) Number:** 33323

**Specification Number:** 125729

**Name of Contractor:** MB REAL ESTATE SERVICES INC

**City Department:** DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

**Title of Contract:** PROPERTY MANAGEMENT AND EVENT SUPPORT SERVICES FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

**Term of Contract: Start Date:** 8/2/2016

**End Date:** 8/1/2021

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$48,966,864.00

**Brief Description of Work:** PROPERTY MANAGEMENT AND EVENT SUPPORT SERVICES FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 1072337

**Submission Date:** 7.19.16

Specification. No. 125729

Contract (P.O.) No. 33323

Vendor No. 1072337B

*City-Funded*

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**

**DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS**

**AND**

**MB REAL ESTATE SERVICES INC**



**PROPERTY MANAGEMENT AND EVENT SUPPORT FOR MILLENNIUM PARK AND  
VARIOUS DCASE PROPERTIES**

**RAHM EMANUEL**

**MAYOR**

**JAMIE L. RHEE**

**CHIEF PROCUREMENT OFFICER**



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**ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the 2nd day of August, 2016 ("Effective Date") by and between MB Real Estate Services Inc., a Illinois corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Cultural Affairs and Special Events ("City"), at Chicago, Illinois.

The City advertised a Request for Proposal (RFP); evaluated proposals received and determined the Contractor to be qualified to perform the Services.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

**ARTICLE 2. INCORPORATION OF EXHIBITS:**

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Annual Budget Categories
- Exhibit 7: Millennium Park Policies and Rules
- Exhibit 8: City DCASE and Venue Rules and Policies
- Exhibit 9: Engineering Systems and Services
- Exhibit 10: Data Protection Requirements for Contractors, Vendors and Third Parties

**ARTICLE 3. STANDARD TERMS AND CONDITIONS**

**3.1. General Provisions**

**3.1.1. Definitions**

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Contractor"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Force Majeure Event"** means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials that Contractor is obligated to provide under this Contract, either directly or through Subcontractors, and which consist of services described in this Contract, including as described in Exhibit 1 Scope of Services, and those services reasonably incidental to them.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

#### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory",

and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

#### **3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

#### **3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **3.1.3. Subcontracting and Assignment**

#### **3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

#### **3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

#### **3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

#### **3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

#### **3.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

### **3.1.4. Contract Governance**

#### **3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

#### **3.1.4.2. Consent to Service of Process**

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

#### **3.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each



Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**3.1.4.5. Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

**3.1.4.6. Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

**3.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**3.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**3.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**3.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.1.5. Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

### **3.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

#### **3.1.7. Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

#### **3.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

##### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the

Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

#### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:  
[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).  
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

#### **3.2.1.4. Electronic Ordering and Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

### **3.2.1.7. Audits**

#### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

#### **3.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.2.2. Subcontractor Payment Reports**

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days

of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

#### **3.2.3.2. Payment to Subcontractors Within Seven Days**

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

##### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the Contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the Contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the Contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

##### **3.2.3.2.2. Whistleblower Protection**

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement

Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

**3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City’s economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City’s Small Business Program.

**3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

**3.2.3.5. Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City’s best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City’s election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

**3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding



on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **3.3. Compliance With All Laws**

#### **3.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **3.3.2. Federal Affirmative Action**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

#### **3.3.3. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

##### **3.3.3.1. Compliance with Federal Nondiscrimination Requirements**

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

#### **3.3.3.2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

#### **3.3.3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

#### **3.3.3.4. Information and Reports**

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other

sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

#### **3.3.3.5. Sanctions for Noncompliance**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

#### **3.3.3.6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3.3.4. Other Non-Discrimination Requirements**

#### **3.3.4.1. Illinois Human Rights Act**

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

#### **3.3.4.2. Chicago Human Rights Ordinance MCC Ch. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### **3.3.4.3. Business Enterprises Owned by People With Disabilities (BEPD)**

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

**"Business Enterprises owned by People with Disabilities" or "BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

**"Bid incentive"** means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

**"Construction project"** has the same meaning ascribed to it in MCC Sect. 2-92-335.

**"Contract"** means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

**"Contract base bid"** means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**"Earned credit"** means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

**"Earned credit certificate"** means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one

contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

### **3.3.5. Wages**

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

#### **3.3.5.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 is **\$13.15 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2016, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2016, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive

Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

### **3.3.5.2. Living Wage Ordinance**

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2016 the Base Wage is \$12.15. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2015, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.**

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

### **3.3.5.3. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

### **3.3.6. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

#### **3.3.6.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

#### **3.3.6.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local

government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **3.3.6.3. Federal Terrorist (No-Business) List**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **3.3.6.4. Governmental Ethics Ordinance 2-156**

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **3.3.6.5. Lobbyists**

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### **3.3.7. Restrictions on Business Dealings**

#### **3.3.7.1. Conflicts of Interest**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30



days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

#### **3.3.7.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

**"Other Contract"** means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

**"Contribution"** means a "political contribution" as defined in MCC Ch. 2-156, as amended.

**"Political fundraising committee"** means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

#### **3.3.8. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.9. Other City Ordinances and Policies**

#### **3.3.9.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

#### **3.3.9.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

#### **3.3.9.3. 2014 Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

#### **3.3.9.4. Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

#### **3.3.9.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).

### **3.3.9.6. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

### **3.3.9.7. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

### **3.3.9.8. Wheel Tax (City Sticker)**

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

## **3.3.10. Compliance with Environmental Laws and Related Matters**

### **3.3.10.1. Definitions**

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

**3.3.10.2. Joint Ventures**

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

**3.3.10.3. Compliance With Environmental Laws**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.10.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.10.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**3.3.10.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.8. Environmental Claims and Related Matters**

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**3.3.10.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

### 3.4. Contract Disputes

#### 3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### 3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### 3.5. Events of Default and Termination

#### 3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate



the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor(s) expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

### **3.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City(s) best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

### **3.6. Department-specific Requirements**

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

##### **3.6.1.1. Confidentiality of Airport Security Data**

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

##### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

##### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of

birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

#### **3.6.1.4. General Requirements Regarding Airport Operations**

##### **3.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the

FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

#### **3.6.1.4.2. Interruption of Airport Operations**

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

#### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

#### **3.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of

darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

#### **3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

#### **3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

#### **3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

#### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

#### **3.6.2.4. Gates and Fences**

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

#### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

#### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required.

Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

#### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its



request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

#### **3.6.4.4. Gates and Fences**

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

### **ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES**

#### **4.1. Providing Services**

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

#### **4.2. Standard of Performance**

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

#### **4.3. Deliverables**

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which

the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

#### **4.4. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.5. Timeliness of Performance**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4.6. Suspension**

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contractor upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contract by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

#### **4.7. Personnel**

##### **4.7.1. Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

##### **4.7.2. Key Personnel**

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract. Notwithstanding the foregoing, Contractor may terminate Key Personnel without the consent of the Commissioner.

#### **4.7.3. Salaries and Wages**

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4.8. Ownership of Documents**

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

#### **4.9. Copyright Ownership and other Intellectual Property**

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 4.2 of this Contract, and (f) the Deliverables will constitute works of original authorship.

#### **4.9.1. Patents**

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

#### **4.9.2. Indemnity**

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

#### **4.10. Approvals**

Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

#### **4.11. Cooperation**

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

#### **4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility

Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

#### 4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>. The direct link is: [http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

#### 4.14. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

### ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

#### 5.1. Scope of Services

This Contract is for Property Management and Event Support for Millennium Park and Various DCASE Properties.

More specifically, the Services that Contractor must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

#### 5.2. List of Key Personnel

Neal Speers, Project Manager

Jonathan Scott, Private Events Manager

Peter Moreau, Director of Security

Jose Bahena, Operations Manager

Robert Reinard, Operations Manager

Louis Walls, Operations Manager

Lara Ziemba, Private Events Manager

Edward Clark Hayes Jr, Program Production Manager

#### 5.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for 60 months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

#### 5.4. **Contract Extension Option**

The City has the option to extend the term of this Contract for three additional 12-month terms or a single additional 36-month term beyond the 60-month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before expiration of the then current term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

The 181 day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period or following the exhaustion of all option periods and does not require formal amendment of the Contract.

#### 5.5. **Payment**

##### 5.5.1. **Basis of Payment**

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

##### 5.5.2. **Method of Payment**

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in **Exhibit 2**. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

##### 5.5.3. **Centralized Invoice Processing**

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

#### **5.5.4. Criteria for Payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

#### **5.6. Funding**

The source of funds for payments under this Contract is Fund number 015.0355.232015.9288. Payments under this Agreement must not exceed \$ 48,966,864.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.





**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**Fax: 312-744-3281**

**MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS**

**ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

**6.1. Policy and Terms**

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
20%	7%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

**Note:** MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the

Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

## 6.2. Definitions

**"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"Bid"** means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

**"Bidder"** means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

**"Broker"** means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

**"Chief Procurement Officer" or "CPO"** means the chief procurement officer of the City of Chicago or his or her designee.

**"Commercially Useful Function"** means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

**"Contract Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular contract.

**"Contractor"** means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

**"Direct Participation"** the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

**"Directory"** means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

**"Good Faith Efforts"** means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

**"Indirect Participation"** refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

**"Joint venture"** means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

**"Minority Owned Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

**"Municipal Code of Chicago" or "MCC"** means the Municipal Code of the City of Chicago.

**"Supplier" or "Distributor"** refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

**"Women Owned Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

### 6.3. **Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
  - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;

- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be

responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### 6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

#### **6.5.1. Direct / Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
  3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - Project identification and location;
    - Classification/commodity of work items for which quotations were sought;
    - Date, item and location for acceptance of subcontractor bid proposals;
    - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
    - Affirmation that Good Faith Efforts have been demonstrated by:
      - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
      - not imposing any limiting conditions which were not mandatory for all subcontractors;

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - A listing of all potential subcontractors contacted for a quotation on that work item;
    - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    - The City's estimate for the work under a specific subcontract;
    - The bidder's own estimate for the work under the subcontract;
    - An average of the bona fide prices quoted for the subcontract;
    - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**6.5.2. Assist Agency Participation in waiver/reduction requests**

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

**6.5.3. Impracticability**

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.



This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

#### **6.6. Procedure to Determine Bid Compliance**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

**(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

**(2) Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

**(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

**(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

**(5) Application for Approval of Mentor Protégé Agreement**

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

**6.7. Reporting Requirements During the Term of the Contract**

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The

reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.  
  
Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

## 6.8. Changes to Compliance Plan

### 6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

**6.8.2. Procedure for Requesting Approval**

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

**6.9. Non-Compliance and Damages**

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

#### **6.10. Arbitration**

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **6.11. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

#### **6.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO  
ASSIST AGENCY LIST**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p><b>American Brotherhood of Contractors</b> 935 West 175<sup>th</sup> Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: <a href="mailto:arba@constructive-business.com">arba@constructive-business.com</a></p> <p><b>Asian American Business Expo</b> 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: <a href="mailto:Janny@AsianAmericanBusinessExpo.org">Janny@AsianAmericanBusinessExpo.org</a></p> <p><b>Asian American Institute</b> 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: <a href="mailto:kfernico@aaichicago.org">kfernico@aaichicago.org</a> Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b> 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b> 400 W. 76<sup>th</sup> Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Cosmopolitan Chamber of Commerce</b> 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: <a href="mailto:ccarey@cosmococ.org">ccarey@cosmococ.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p> <p><b>Eighteenth Street Development Corporation</b> 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a> <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p>	<p><b>Chatham Business Association Small Business Development, Inc.</b> 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p> <p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b> 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a> Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: <a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a> Web: <a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a></p> <p><b>Chicago Urban League</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b> 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a> Web: <a href="http://www.chicagowomenintradeg.org">www.chicagowomenintradeg.org</a></p> <p><b>Coalition for United Community Labor Force</b> 1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: (312) 243-5149 Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p>
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Rev. 8/2013

<p><b>Federation of Women Contractors</b>                      5650 S. Archer Avenue                      Chicago, IL 60638                      Phone: (312) 360-1122                      Fax: (312) 360-0239                      Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>                      Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b>                      650 West Lake Street                      Chicago, IL 60661                      Phone: (312) 666-5910                      Fax: (312) 666-5692                      Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a>                      Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b>                      855 W. Adams, Suite 100                      Chicago, IL 60607                      Phone: (312) 425-9500                      Fax: (312) 425-9510                      Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a>                      Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b>                      3512 West Fullerton Avenue                      Chicago, IL 60647                      Phone: (773) 252-5211                      Fax: (773) 252-7065                      Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a>                      Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b>                      33 West Monroe Suite 1540                      Chicago, Illinois 60603                      Phone: (312) 425-9560                      Fax: (312) 425-9564                      Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a>                      Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners</b>                      Chicago Chapter                      230 E. Ohio, Suite 400                      Chicago, IL 60611                      Phone: (312) 224-2605                      Fax: (312) 6448557                      Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a>                      Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b>                      International Trade Bureau                      930 E. 50<sup>th</sup> Street                      Chicago, IL 60615                      Phone: (773) 256-2781                      Fax: (773) 373-4104                      Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a>                      Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b>                      Black United Funds Bldg.                      1750 E. 71<sup>st</sup> Street                      Chicago, IL 60649-2000                      Phone: (773) 955- 9508                      Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a>                      Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b>                      1250 Grove Ave. Suite 200                      Barrington, IL 60010                      Phone: (847) 852-5010                      Fax: (847) 382-1787                      Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a>                      Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b>                      Chicago Caucus                      308 Circle Avenue                      Forest Park, IL 60130                      Phone: (708) 366-1250                      Fax: (708) 366-5418                      Email: <a href="mailto:mkm@mkmsecurities.com">mkm@mkmsecurities.com</a>                      Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b>                      8 South Michigan Ave., Suite 400                      Chicago, IL 60603                      Phone: (312) 853-3477                      Fax: (312) 853-0145                      Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>                      Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals**

**On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.** 125729

**Project Description:** Property Management and Event Support for Millennium Park And Various DCASE Properties

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear \_\_\_\_\_:

\_\_\_\_\_ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

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Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

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Name of Company Representative	at	Address/Phone
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within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 806  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,



Schedule B – Affidavit of Joint Venture

**SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)**

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    - 1. Profit and loss sharing: \_\_\_\_\_
    - 2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

\_\_\_\_\_

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Provide copies of all written agreements between venturers concerning this project.

6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):

A. Joint venture check signing:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Authority to enter contracts on behalf of the joint venture:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Signing, co-signing and/or collateralizing loans:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

D. Acquisition of lines of credit:

\_\_\_\_\_  
\_\_\_\_\_

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_
2. Major purchases: \_\_\_\_\_
3. Estimating: \_\_\_\_\_
4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the managing partner, if any, and describe the means and measure of their compensation:

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?  
 Currently employed by non-MBE/WBE (number) \_\_\_\_ Employed by MBE/WBE \_\_\_\_
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:  
 \_\_\_\_\_
- C. Which venturer will be responsible for the preparation of joint venture payrolls:  
 \_\_\_\_\_
- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

**Note:** If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
 (Name of MBE/WBE Firm)

To: \_\_\_\_\_ and the City of Chicago.  
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
 (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
 (Name/Title-Please Print)

\_\_\_\_\_  
 (Email & Phone Number)

**Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan**



**SCHEDULE D-1**  
Compliance Plan Regarding MBE/WBE Utilization  
Affidavit of Prime Contractor

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_\_%  
**Total Participation % \_\_\_\_\_**

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**3.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**4.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**5.** Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

**1.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_



**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**2.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**3.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**4.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**5.** Attach Additional Sheets as Needed

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

Commission Expires: \_\_\_\_\_

## **ARTICLE 7. INSURANCE REQUIREMENTS**

The Contractor must procure and maintain during the term of this Agreement, the insurance coverages meeting the requirements specified below insuring all operations related to the Agreement. The Annual Budget will include a line item for Contractor's required insurance. The amount of that line item will be subject to negotiation and the parties' mutual agreement.

### **7.1. Insurance to be Provided**

#### **7.1.1. Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

#### **7.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$30,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 \_ with the same terms herein.

#### **7.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### **7.1.4. Professional Liability**

When any architects, engineers, real estate/property site manager or other professional consultants perform Services 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. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

#### **7.1.5. All Risk Property**

The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

#### **7.1.6. Valuable Papers**

When any plans, designs, drawings, media, data, specifications, records, reports, audits, maps, surveys, files and any other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

#### **7.1.7. Blanket Crime- If Applicable**

The Contractor must provide Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy must be written to cover losses in the amount of maximum monies or funds collected, received and in the possession of Contractor at any given time.

#### **7.1.8. Builders Risk/Installation**

When any construction work or major installation project is undertaken on the property including improvements, betterments and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for equipment, machinery, materials, supplies and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

## **7.2. Additional Requirements**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance 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.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ARTICLE 8. SIGNATURE PAGE

Contract Number: 33323

Specification Number: 125729

Contractor (Vendor) Name: MB REAL ESTATE SERVICES INC

Total Amount (Value): \$ 48,966,864.00

Fund Chargeable: 015.0355.232015.9288

SIGNED at Chicago, Illinois:

CONTRACTOR:

MB REAL ESTATE SERVICES INC

By: [Signature]

Name: Kevin Purcell

Its: ENP

Attest: [Signature]



State of ILLINOIS; County of COOK

This instrument was acknowledged before me on 6th June 2016 (date) by \_\_\_\_\_

as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

[Signature] 1-9-18  
Notary Public Commission Expires

CITY OF CHICAGO

By: Rahm Emanuel SRP 7/14/16  
Mayor Date

[Signature] 7/8/16  
Comptroller Date

[Signature] JUL 13 2016  
Chief Procurement Officer Date

[Signature]

[Signature]  
75

March 1, 2016

Kevin Purcell  
MB Real Estate Services Inc.  
181 W. Madison Street  
Suite 4700  
Chicago, Illinois 60602

Dear Kevin:

In accordance with the bylaws of MB Real Estate Services Inc., Article IV, Section 2, I hereby appoint you, Kevin Purcell, as Vice President of MB Real Estate Services Inc. effective immediately. In particular, you are authorized to execute contracts on behalf of MB Real Estate Services Inc. with the City of Chicago and its agencies and department.

Best Regards,

  
John T. Murphy  
President  
MB Real Estate Services Inc.

## EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.



EXHIBIT 1

SCOPE OF SERVICES

PROPERTY MANAGEMENT AND EVENT SUPPORT FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

**I. Purpose**

Contractor must provide property management services and provide event space and production support management at Millennium Park (“Park”) and provide event space and production support management at other DCASE venues (“DCASE Properties”), as described in this Contract, including in this Scope of Services. Property management services (“Property Management”) require the performance of custodial and maintenance services, electrical, engineering and trade services, administrative services, and security services, with respect to Covered Facilities (defined below), and within the boundaries referenced in Section II. E and F. below. Furthermore, the Contractor must provide event space and production support management (“Event Support”) at the Park and at DCASE Properties which includes, but is not limited to, facilitating bookings and supervision of private event rentals, providing technical and production support, and set and breakdown of performance and event equipment, as further described in this Contract, including this Scope of Services.

**II. General**

**A. DCASE Management and Venue Oversight**

1. Millennium Park is operated by the Department of Cultural Affairs and Special Events (DCASE), pursuant to Municipal Code of Chicago #10-36-140. The Property Management, Events Support contract is administered by DCASE.
2. DCASE is responsible for all programming and policy decisions.
3. DCASE works with the Millennium Park Foundation (MPF), a 501 c. (3) non-profit organization that partially funded the construction of the Park, and continues to fund improvements and programming on an annual basis. MPF also oversees the programmatic operation of the Lurie Garden, curatorial support of the Boeing Galleries, and retains copyrights to many of the installations of art and architecture from the artists, sculptors and architects that designed these works.
4. All other DCASE Properties referred to in this document are operated by the City of Chicago – Department of Fleet and Facility Management, Department of Water Management, or the Chicago Park District.

**B. Policies, Rules and Regulations**

The Contractor and its Sub-contractors must adhere to, abide by and enforce all applicable policies, rules and regulations referenced in this Contract and in this section, as such policies, rules and regulations may be updated from time to time.

1. **Millennium Park Policies and Rules (See EXHIBIT 7)**
2. **City, DCASE and Venue Rules and Policies (See EXHIBIT 8)**
3. **Data Protection Requirements for Contractors, Vendors and Third Parties (See EXHIBIT 10)**

**C. Millennium Park Hours**

Millennium Park is open to the public 365 days per year between the hours of 6:00 a.m. and 11:00 p.m.

**D. Millennium Park Property Address**

The Millennium Park administrative office is located at the following address:  
201 East Randolph Street

### **E. Boundaries**

The boundaries which encompass the 24.5 acres of the Park are as follows:

- East - the west curb of Columbus Drive.
- North -the south curb of Randolph Street
- West - the east curb of Michigan Avenue.
- South -the north curb of Monroe Drive

### **F. Structures, Areas and Venues located within the Park (“Covered Facilities”)**

- AT&T Plaza/Cloud Gate
- Boeing Galleries (North and South)
- BP Bridge
- Chase Promenades (North, Central and South)
- Columbus & Monroe Pedestrian Tunnel
- Crown Fountain
- Exelon Pavilions (Northeast, Northwest (also known as the Millennium Park Welcome Center), Southeast, Southwest)
- The Lurie Garden
- Madison and Washington Alley
- McCormick Tribune Plaza & Ice Rink
- McDonald’s Cycle Center
- Monroe Street Service Tunnel
- Park Perimeter (also described as E. above)
- Jay Pritzker Pavilion (East/West Arcades and Arcade Bathrooms are contained within this facility)
- Great Lawn
- Rooftop Terrace
- Wrigley Square

### **Areas and Structures within the Park Excluded from Covered Facilities**

- Harris Theater for Music & Dance
- Maggie Daley Park, except for the BP Bridge
- Millennium and Grant Park North Parking Garages (LAZ)
- Park Grill Restaurant (including seasonal outdoor restaurant)
- Nichols Bridgeway (easement granted to the Art Institute of Chicago)

### **G. DCASE Properties (Non-Millennium Park Event Support Locations and Addresses and Zip Codes)**

Chicago Cultural Center, 78 East Washington Street, 60602. The “Cultural Center” is open year round with a schedule at least 1000 free public concerts, programs, and exhibitions, along with approximately 350 private events. It also serves as host to many of the City’s ceremonial events, official press conferences and initiative roll outs (5-10 per month). The Cultural Center contains several exhibition galleries, a dance studio, a multi-purpose auditorium, a studio theater space, several multi-purpose rooms, and 4 large “grand hall” spaces that accommodate many of the aforementioned uses.

Clarke House Museum, 1827 South Indiana Avenue, 60616. The City’s first residence built in 1831, features a collection of period furniture from the mid-19<sup>th</sup> Century. Museum management services are provided by the Glessner House Museum. This venue is surrounded by Chicago Park District property, with the City owning the “structure”.

Expo 72, 72 East Randolph Street, 60601. This space houses offices for Choose Chicago, World Chicago and a Hot Tix retail outlet. Expo 72 hosts 4-6 art exhibitions produced by DCASE, along with up to 6 associated receptions annually.

Gallery 37 Center for the Arts, 66 East Randolph Street, 60601. The Gallery 37 Center for the Arts contains the Storefront Theatre which is utilized by DCASE for use by off-Loop theater companies as part of the mission of the department. The

remainder of building is home to most of the programming of After School Matters, as well as CPS' Advance Arts Education Program. DCASE provides set up services for use of this space.

Historic Water Tower/City Gallery, 801 North Michigan Avenue, 60610. This space hosts 4 art exhibitions produced by DCASE along with up to 4 associated receptions annually.

Chicago Summer Dance, Spirit of Music Garden, Grant Park, 601 South Michigan Avenue, 60605. Summer Dance presents approximately 30 evenings per weekend (Fri-Sun, June-September) of free music and dance programming. The property is under the jurisdiction of the Chicago Park District. Program and Production Assistance services are utilized at this program venue.

Water Works Visitor Information Center, 163 East Pearson Street, 60610. This location serves multiple uses in featuring a Hot Tix retail outlet, a satellite facility for the Chicago Public Library, a Choose Chicago Visitor Information Center, and leasehold with the Looking glass Theatre Company. Management of the facility is jointly overseen by the City's Department of Water Management and Fleet & Facility Management.

**NOTE:** There are several DCASE programs conducted city-wide, including but not limited to Chicago Park District and Chicago Public Library locations (in 2013 there were approximately 100 such events, including theatre, dance, music, farmers market/night market entertainment, etc.). Some DCASE programs also utilize space in privately owned venues, such as music clubs, galleries, and other arts and culture institutions/venues which are located with the City of Chicago.

#### H. Property, Event Space Yearly Usage

Millennium Park hosts about a 100 private events and about 250 free public programs year round. Generally in the summer's peak season there are 70-90 days of concerts, films or other public events held in the Jay Pritzker Pavilion. Additional event information with respect to the Park and DCASE Properties, is set forth below:

DCASE Properties	Total Venues/Event Spaces	Yearly Private Events	Yearly Public Events	Event Type
Millennium Park	8	100	250	Concerts, Films, Exhibitions, Arts Programming, Special Events
Chicago Cultural Center	20	350	1000-1500, includes off-site programs noted under I. above, not including internal meetings	Meetings, Receptions, Exhibitions, Arts Programming (Music, Theatre, Dance, other)
Gallery 37/Storefront Theater	1	0	169	Theater Performances
Expo 72	1	6	4-6	Exhibitions
Historic Water Tower (City Gallery) /Water Works	1	4	4	Exhibitions/Visitor Center Services
Clarke House Museum	1	0	2	Permanent Exhibition/Family Programming
SummerDance	1	0	30-35	Seasonal free public program

Note: The information contained in the above chart is for reference only, and is based on historical data since 2002 for public and private events.

### III. General Services Requirements

#### A. Staffing

**1. Millennium Park:** The Contractor must provide appropriate on-site staffing at Millennium Park, so as to cover the Property Management and Event Support functions supporting those private and public events noted in II. H. above. Provide on-site staff that has the requisite experience and skills in the area of property management. The Contractor's administrative staff is responsible for daily operations in the Park's oversight and must have substantial and quantifiable experience in property management, with substantial and consecutive years of experience with a property that is comparable in size and function, located in a major metropolitan city, with a demographic and economic make-up similar to a public space such as the Park. At a minimum, on-site staffing at Millennium Park must include:

- Project Manager, for overall contract oversight at all venues noted.
- Operations Managers (3), on site at Millennium Park for day to day operations while the park is open from 6a-11p, 7 days a week, year round
- Director of Security, on site at Millennium Park to support day to day operations, and work with City on security matters associated with size, location and dynamics of Millennium Park
- Private Event Manager on site at Millennium Park for revenue generating events, marketing and oversight, reporting to Project Manager
- Project Accountant for work on accounts payable, receivable, etc.

**2. Chicago Cultural Center and DCASE Properties:** The Contractor must provide appropriate on-site staffing based at the Chicago Cultural Center. At a minimum, on-site staffing at the Chicago Cultural Center and other DCASE properties must include:

- Private Event Manager for revenue generating events, marketing, house management, set up and oversight, reporting to overall Project Manager
- Program Production Manager on site at Chicago Cultural Center for revenue generating events production needs (offered ala carte), DCASE and partner programmatic support, reporting to Project Manager

#### B. OFFICE SPACE, OFFICE SUPPLIES AND TECHNOLOGY

Technology requirements for the Park and DCASE Properties will be shared between the Contractor and DCASE and the Department of Innovation and Technology. The breakdown of services is as follows:

1. The Contractor shall provide a preventive maintenance/work order tracking system as part of Property Management duties at the Park. Contractor will provide the City access to the tracking system.
2. At the Park, DCASE shall provide dedicated office space at 201 E. Randolph Drive, on the 2<sup>nd</sup> floor of the Northwest Exelon Pavilion (Millennium Park Welcome Center). Contractor will also have access to the City's scheduling/facility management software, EMS.
3. For the Chicago Cultural Center, DCASE shall provide dedicated office space at 78 East Washington Street, on the 3<sup>rd</sup> floor in Room 346. Contractor will also have access to the City's scheduling/facility management software, EMS.
4. For the Gallery 37 Center for the Arts at 66 East Randolph Street, Storefront Theater, DCASE shall provide dedicated office space for support of the DCASE Storefront Theater program.

#### C. STANDARDS OF PERFORMANCE AND PERFORMANCE REQUIREMENTS

1. Contractor must provide Property Management Services according to OSHA industry standards for a property of this size, capacity, location and traffic orientation within the boundaries of the Park.
2. In case of an emergency, including the involvement of any of the building or life safety systems, Contractor must advise the DCASE immediately so that appropriate steps may be taken to resolve the problem.
3. Contractor is responsible for having any third parties perform any corrective work that is covered by any warranty provided to the City (a) by Contractor for the construction of the Park; (b) for any subsequent construction, improvements, installations or alterations to the Park; or (c) any equipment manufacturers. Contractor must take all actions necessary to prevent the voiding or impairment of any warranty, in whole or in part, and must not take any actions which would void or impair any warranty in whole or in part. Contractor is responsible to the City for any damages suffered by the City as a result of any impairment of any warranty by the action or inaction of the Contractor. Contractor must report to the Commissioner of DCASE or authorized representative during the monthly status meeting regarding work under warranty that needs to be performed.
4. Services must be obtained in the most efficient and cost effective manner to ensure the optimal operation of the facility and maintenance of current building standards. Subcontractors must be approved by the Commissioner of DCASE before the commencement of work.
5. Provide all necessary services for custodial, building engineering and security coverage 365 days a year.

**D. Document Management and Retention**

The Contractor shall be responsible for managing and retaining records related to its provision of Services, in accordance with City policies and procedures. Documents include, but are not limited to:

- Private event rental contracts
- Vendor incident reports
- Vendor time and billing records
- Inventories of equipment used for services provided
- All complaints which are made by patrons to Contractor or which Contractor is made aware of, and incidents which occurred in the Park and actions taken by Contractor to resolve such complaints or address these incidents.

Contractor shall also be responsible for organizing and managing the City's dedicated space at Millennium Park for storage of documents relating to Millennium Park. These documents include, but are not limited to:

- Database of equipment preventive maintenance
- Architectural drawings, blue prints, library, and other construction documents
- Operations and Maintenance Manuals

**E. Reporting Requirements**

The Contractor must provide to the Commissioner of DCASE or authorized representative the following reports:

- Monthly and annual finance statements;
- Monthly revenues for space rental and skate rental;
- Monthly/Annual metrics on attendance as needed;
  - Monthly complaint/incident report summarizing all complaints/incidents and actions taken by Contractor during that month
- Monthly MBE/WBE participation
- Compliance with grant funded reporting on those programs noted annually in DCASE 925 budget;
- As needed reports on externally funded projects involving Millennium Park Foundation (concerts, programs, film series); and
- Monthly capital improvement status report.

**F. Implementation Plan**

Upon Contract award, Contractor will perform a comprehensive review of operating policies and procedures at the Park and DCASE Properties and will provide the City with recommendations for developing best practices, in order to achieve cost savings, operating efficiencies and improved user experiences.

## **G. Other Requirements**

Contractor must furnish the following:

- All motorized carts necessary to operate and manage the Park
- All required telephone services and equipment necessary for the operation of the Park
- Mobile/hand held radio communication system compatible with DCASE equipment
- Uniforms, as required by DCASE

## **IV. SUMMARY OF DUTIES**

### **A. General Description**

The Contractor must perform all necessary Property Management and Event Support Services as described under this Contract, including this Scope of Services and compensated for in the Annual Budget, as described in Exhibit 6, as well as Task Order Projects. The Contractor must perform the following services at Millennium Park:

#### **Property Management**

1. **Custodial Services:** As described in further detail in Exhibit 1A, Contractor is responsible for the cleanliness and waste removal at all Covered Facilities. Contractor must perform the custodial services to ensure that the Covered Facilities are clean and fully supplied at all times. Custodial services must be performed in accordance with the procedures attached here as Exhibit 1A and hereby incorporated by reference, as such Exhibit 1A may be modified from time to time with the approval of the Commissioner. Contractor is required to provide all supplies, tools, and materials to perform the custodial services.
2. **Electrical, Engineering and Trade Services:** As described in further detail in Exhibit 1B, Contractor is responsible for electrical, engineering and trade services, and including the following:  
  
Provide an on-site technician for maintenance and repair of the Building Automation System, including all controllers, sensors and controlled devices.  
  
Provide all necessary services related to exhibit and performance preparation including, but not limited to, painting, relocation of materials, exhibit hall preparation for installation, and minor trade services.  
  
Contractor is regularly required to perform preventative maintenance and perform routine cyclical replacement for parts and services on engineering systems and projects less than \$100,000 to insure effective operations of all property and building equipment and services including, but not limited to, the systems referenced in Exhibit 9. In the case of an emergency, including the involvement of any of the building or life safety systems, Contractor must advise the DCASE immediately so that appropriate steps may be taken to resolve the problem.
3. **Security Services:** As described in further detail in Exhibit 1C, Contractor must coordinate and perform security services which are reasonably designed to protect Park infrastructure and patrons at all times, including the provision of uniformed security personnel and the operation and maintenance of security equipment in accordance with manufacturers' specifications. Contractor must provide daily on-site management for security personnel who are responsible for the daily activity of building security and scheduling of security staff to ensure full coverage at all times. Contractor must provide SMART room security monitoring 24 hours a day.
4. **Landscaping Services:** As described in further detail in Exhibit 1D, Contractor is responsible for landscaping and horticulture services. Contractor must perform landscaping and horticulture services to ensure that the grounds are properly maintained. Landscaping and horticulture services must be performed in accordance with the procedures attached here as Exhibit 1D and hereby incorporated by

reference, as such Exhibit 1D may be modified from time to time with the approval of the Commissioner. Contractor is required to provide all supplies, tools, and materials to perform the landscaping and horticulture services.

#### 1. **Event Support Services**

The Contractor must provide Event Support Services at the Park and DCASE Properties identified in this Scope. Event Support duties include three (3) functions: Private Event Rentals, Production Assistance and Program Production Management Services. Duties within each of these three (3) functions are as follows:

1. Private Event Rentals: Oversee private event rentals of Park and DCASE properties that generate revenue to support free public events and programs, as follows:
  - i. Offering a wide variety of rooms and spaces suitable for private events;
  - ii. Maintaining balance so as to maximize opportunities for both free programs and supportive revenue generating rentals;
  - iii. Utilizing booking and tracking software at the respective venues;
  - iv. Monitoring the number of private events and total revenues earned, and providing monthly reports to DCASE senior staff;
  - v. Providing professional customer service to renters at the highest level to assure the best client experience in meeting their expectations and needs with their private events;
  - vi. Completing DCASE's form private event rental agreement with renters for the applicable event, with any changes to fees or other substantive terms to be approved in writing by DCASE;
  - vii. Assuring that all requirements prescribed in the private event rental agreements are followed, including without limitation that renter's vendors, such as caterers and entertainment, have proper licensing (e.g., raffle, catering, liquor);
  - viii. Providing any and all correspondence or requests for waivers, collaborative agreements with program partners, or deviation from facility policies to the DCASE Commissioner or designated staff for approval;
  - ix. Assist DCASE on promoting private event rentals, including developing marketing materials and maintaining current venue information on appropriate website(s).
  - x. Collecting rental fee checks made out to the City of Chicago from renters
  - xi. Collecting any rebate/refund checks from the City and forwarding them promptly to the appropriate renters
  - xii. Contractor must deposit all payments received on behalf of the City immediately and directly into a City bank account.
  - xiii. All electronic payments, such as payment card or ACH, must settle, deposit directly into a City bank account.
  - xiv. All cash, check and any other non-electronic payments, must be deposited directly into a City bank account.
  - xv. Payment card payments must be submitted to and settled by the City's payment card processing vendor.
  - xvi. Contractor must accept common nationally recognized payment cards including:
    - a. Visa

- b. MasterCard
    - c. American Express
  - xvii. Payments must be recorded and posted into City systems via the City's cashiering system.
  - xviii. Contractor must restrict payment card transactions outside of a City defined dollar limit.
  - xix. Contractor must not process any refunds or return payments after settlement, without expressed written authority from the City.
  - xx. Contractor must respond to retrieval and chargeback requests electronically from all networks, providing chargeback support as required.
  - xxi. Contractor must provide the ability to charge the cardholder a Service Fee to offset payment card processing fees, in accordance with all applicable laws and network requirements.
  - xxii. Contractor shall be in compliance with all relevant payment processing laws and requirements.
  - xxiii. Contractor must perform daily and monthly reconciliations of payments processed through the vendor system to the City's Revenue Analysis Reports.
2. Production Assistance: Provide staff as necessary for the production and set up of programs, exhibitions, meetings and events, (public, civic and private) for all DCASE Properties, as follows:
- i. Room set up and strike, including dance floors for programs and private events;
  - ii. Movement of equipment, including but not limited to tables, chairs, tents, podiums, pipe and drape, pianos, event signage, etc.;
  - iii. Conduct annual inventory of said equipment, as well as recommend future equipment needs and replacement priorities;
  - iv. Deliveries of various departmental materials to other DCASE venues (as needed), including other City locations, festivals, and tourist destinations; and
  - v. Work with all venue staff on assuring that all meeting, event and program needs are of the calendar are met.
3. Program Production Management: Provide program production management and audio-visual/technical expertise for departmental activities, as follows:
- i. Movement of audio/visual equipment at and between venues, including but not limited to sound boards and systems, screens, theatrical lighting, power point set ups;
  - ii. Work with DCASE program staff on program needs, expectations and ability to provide services;
  - iii. Coordinate piano tuning services for DCASE pianos;
  - iv. Provide Front of House and stage management services for DCASE programs and productions;
  - v. Maintain inventory and purchase supplies as needed for technical equipment;
  - vi. Conduct annual inventory of said equipment, as well as recommend future equipment needs and replacement priorities;
  - vii. Consults with DCASE Cultural Planning and Operations staff on maintaining equipment inventory, following loading procedures/logistical policies, assuring compliance with all health,



safety, fire and building codes, as well as any other facility needs that are supporting an event, program or meeting;

- ix. Attend regular meetings to assure that all event, program, meeting and function needs are addressed for support by other vendors, such as security, custodial, etc.

## **2. Concession, Vendor Space Management**

The Contractor shall provide cleaning and maintenance of all spaces occupied by City vendors or City concessionaires, including the Bicycle Commuter Station and seasonal food vending areas. The following is provided as supplemental information regarding the vendor occupied spaces.

### **1. Bicycle Commuter Station (McDonald's Cycle Center)**

- The primary purpose of the Bicycle Commuter Station is a commuter station
- Summer hours: open March-October 6:30 a.m.-7:00 p.m. Monday through Friday and 10:00 a.m.-7:00 p.m. Saturday and Sunday. Hours are subject to change.
- Winter hours: open November-February 6:30 a.m.-6:30 p.m. Monday through Friday and closed Saturday and Sunday. Hours are subject to change.
- There is 24-hour limited access for members.
- Bicycle parking is free to the public.
- Rental of bicycles and segways is provided
- Ancillary services such as repairs, merchandise, lockers and showers use are provided on a pay-for use basis.

NOTE: The Chicago Police Department Lakefront Bicycle Patrol unit is housed in the lower level of the Bicycle Station, where officers are able to access to all features of the facility.

### **2. Jay Pritzker Pavilion & Great Lawn Concessions**

Food, beverage and merchandising vending occurs at Millennium Park from May 1 through October 31 at multiple locations adjacent to the Great Lawn. These items can be available between the hours of 11:00 a.m. and 11:00 p.m. (subject to change) and during all public events at the Jay Pritzker Pavilion.

### **3. McCormick Tribune Plaza Ice Rink/Merchandising Concessions**

From November-March, the ice rink at McCormick/Tribune Plaza opens to the public. The Contractor is responsible for management of skate rental, ice rink equipment and maintenance and other associated needs is included. Ice skating hours generally range from 10:00 a.m. to 10:00 p.m., dependent on holidays, weekends, and weather conditions.

### **4. Chicago Cultural Center Food, Beverage and Merchandising Concessions**

These vending areas are currently unoccupied. The Contractor will be responsible must provide services subject to the negotiated contract terms when the concessionaires' have been selected by DCASE.

## **A. TASK ORDERS FOR PROJECTS UNDER \$100,000**

DCASE may require project assistance for projects which are under \$100,000 and not part of the approved Annual Budget. These projects will be considered "Task Order Projects". Task Order Projects must be limited to services relating to Property Management, such as general building maintenance, custodial services, and security services, and exclude public works or construction projects.

The Commissioner or authorized DCASE personnel may issue a request for Task Order Projects for non-routine and non-recurring services that are otherwise within the scope of Services to be provided. Upon the written approval of the Commissioner(s), as described below, the Department will issue a Task Order Request ("TOR") specifically referencing the Contract, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date. The Contractor shall respond by submitting a proposal for the requested services and shall include at a

minimum a scope of service, the schedule for performance of the project, a budget, Deliverables, MBE/WBE involvement, and any other pertinent information for the Task Order Project, all of which must conform to the Task order Request and the terms and conditions of this Contract. The Contractor may submit only one proposal; however, the Commissioner and/or Project Manager may request additional proposals from the Contractor. Contractor must maintain full facility operation in conjunction with and notwithstanding Task Order Projects. No additional management staff will be allowed for Task Order Projects.

Following Property Manager's submission of a Proposal in response to the TOR, the Commissioner(s) will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Property Manager regarding the scope or fee/Budget for the project and the project completion date. If the City and the Property Manager negotiate the scope or fee/Budget for the project and the project completion date, the Property Manager must submit a revised Task Order Proposal (based upon such negotiations) to the City for approval.

Approvals of Task Order Projects are as follows:

- A. If the request is under \$10,000.00, the Commissioner may approve the task order request.
- B. If the request is over \$10,000.00, but below \$100,000.00, the Commissioner and Chief Procurement Officer must approve the task order request.

Task orders will be comprised of "at-cost-reimbursement," not to exceed the original cost proposal, plus a negotiated administrative fixed-fee, not to exceed five percent (5%) of the original cost proposal, which shall be approved at the discretion of the Commissioner.

The Contractor will not commence services under any Task Order until all necessary written approvals have been obtained, and the City will not be liable for any costs incurred by the Contractor without such approval. After receipt of written approval of the Task Order, the Contractor will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner of the Department or her authorized designee.

## EXHIBIT 1A: CUSTODIAL SERVICES

### I. Overview

The Operations Manager(s) and cleaning supervisor(s) shall walk the property on an as needed basis. The purpose of the walk through is to maintain high cleaning standards and determine areas that need special attention. Any discrepancy noted must be rectified before the next walk through. Such "as needed basis" will be determined by Contractor but must be approved by the Commissioner or the Commissioner's authorized representative.

In addition to the Specifications listed below, all defined areas listed in Section II. F are to be power washed on an as needed basis. The Contractor shall provide cleaning and maintenance of all vendor occupied spaces, including the McDonald's Cycle Center and seasonal food vending areas.

### II. Cleaning Specifications — Summer (on an as needed basis), including but not limited to the following:

#### A. MCDONALD'S CYCLE CENTER

- Wipe down doors
- Clean all glass
- Sweep area
- Wipe down all walkways and stairs
- Wipe down walls of marks and high dust
- All stainless steel cleaned and streak free
- Bathrooms must be sanitized
- Trash cans emptied (do not allow to overfill)
- Area free of graffiti

#### B. BP PEDESTRIAN BRIDGE

- Walkway is swept and washed
- Interior of bridge is wiped down
- All railings must be wiped down and free of fingerprints
- All stainless steel free of marks
- Panels free of graffiti
- Lights wiped down
- Trash cans emptied (do not allow to overfill)
- Walkway free of gum
- Cold air storage secure and free of obstruction

#### C. CHASE PROMENADES (NORTH, CENTRAL, SOUTH)

- All walkways free of gum
- All walkways free of trash
- Trash cans wiped down with no rust stains
- Walkways swept
- Grass area free of trash
- Benches wiped down
- Trash cans emptied (do not allow to overfill)
- Areas free of graffiti
- Light poles free of graffiti

#### D. COLUMBUS & MONROE PEDESTRIAN TUNNEL - (TO DALEY BI-CENTENNIAL PARK)

- Floor free of gum
- Floor swept and free of trash
- Trash cans emptied (do not allow to overfill)
- Sweep floor and all curbs
- Lights wiped down
- Clean tile

#### E. CROWN FOUNTAIN

- All walkways free of trash
- Grass area free of trash
- Stairways free of trash
- Railing clean
- Benches wiped down and clean
- Trash cans emptied (do not allow to overfill)
- Area free of graffiti

F. GREAT LAWN

- Perimeter swept and free of gum
- Grass area free of trash
- All columns free of fingerprints
- All trash cans wiped down and free of rust Trash cans emptied (do not allow to overfill)
- All graffiti removed

G. LURIE GARDEN

- Benches wiped down and free of gum
- All gravel swept in paths
- Paved walkways swept and free of gravel, trash, and gum
- Grass areas free of trash, including garden areas
- All railings must be wiped down
- Water feature clean of trash
- Remove all graffiti
- All trash cans wiped down and free of rust
- Trash cans emptied (do not allow to overfill)

H. MONROE STREET SERVICE TUNNEL

- Clean drainage grates
- Remove all graffiti
- Pick up trash
- Trash cans emptied (do not allow to overfill)

I. NORTH / SOUTH BOEING GALLERIES

- All walkways free of gum and trash
- Walkways swept
- Grass areas free of trash
- Trash cans wiped down and free of rust
- Trash cans emptied (do not allow to overfill)
- Remove all graffiti

J. NORTHEAST AND NORTHWEST EXELON PAVILIONS

- Wipe down doors
- Clean any exterior glass
- Sweep area
- Wipe down all walkways and stairs
- Wipe down walls of marks and high dust
- Clean and sanitize bathrooms
- Empty trash as needed
- Clean photocells
- Vacuum carpeted areas (offices, store, Welcome Center)
- Dust office space surfaces

K. PARK PERIMETER (COLUMBUS/RANDOLPH/MICHIGAN/MONROE)

- Remove gum
- Pick up trash, litter and debris, including curbs
- Trash cans emptied (do not allow to overfill)

- Sweep walkways
- Clean rust and stains
- Remove graffiti
- Wipe down light poles

L. PRITZKER PAVILION

1. Stairs

- Sweep stairs
- Remove gum
- Remove graffiti

2. Ramps

- Remove gum
- Remove graffiti
- Sweep
- Trash cans emptied (do not allow to overfill)
- Clean rails

3. Pavilion Seating Area

- Clean all seats
- Remove gum
- Remove graffiti
- Sweep seating area
- Remove spider webs
- Clean and polish rails

4. Pavilion and Back of House

- Vacuum library and take out trash
- Vacuum production room and take out trash
- Sweep warm up rooms A, B, C, D
- Sweep Orchestra Manager room
- All bathrooms — sweep, mop, stock
- Choral Rehearsal Room — sweep, mop, polish stainless steel, and take out trash
- Sweep and mop Stage area
- Scrub hallways
- Dust walls and lights
- Remove graffiti

5. East/West Arcades

- Scrub Floors
- Wipe down walls
- Clean and polish all stainless steel
- Wipe down doors
- Clean and polish all drain covers – remove debris
- Trash cans emptied (do not allow to overfill)
- Dust all light fixtures
- Wipe down all signage
- Clean Security Office, including sweeping/mopping/vacuuming, trash removal, light dusting
- Clean Employee Break Room – same as Security Office
- Remove graffiti
- Remove gum

6. Arcade Bathrooms

- Sweep
- Mop

- Wipe down partitions
- Clean all mirrors – streak free
- Clean and polish all stainless steel
- Clean and polish all drain covers – remove debris
- Remove trash and clean trash cans
- Clean and stock all toilet paper dispensers
- Wipe down sinks and pipes
- Wipe all partition walls
- Clean walls as needed
- Sanitize bathrooms
- Clean Hand Dryers
- Remove graffiti

M. ROOFTOP TERRACE

- Sweep area
- Remove gum
- Clean rust and stains as needed
- Remove graffiti

N. AT&T PLAZA / CLOUD GATE

- Sweep area
- Remove gum
- Remove graffiti
- Wipe down trash cans and remove trash
- Remove trash and litter from grass area
- Clean and polish rails
- Cloud Gate is wiped down
- Clean all drains
- Trash cans emptied (do not allow to overflow)
- Scrub Promenade area

O. SOUTHEAST / SOUTHWEST EXELON PAVILION

- Clean exterior glass

P. WRIGLEY SQUARE

- Clean walkways
- Remove gum
- Remove graffiti
- Remove debris from water feature
- Wipe down trash cans and remove rust, empty trash cans
- Pick up trash in grass areas
- Power wash Peristyle
- Trash cans emptied (do not allow to overflow)

Q. MCCORMICK TRIBUNE PLAZA

- Clean and Sanitize bathrooms as needed during all seasons Remove gum for all services
- Pick up trash and debris from exterior plaza and interior lobby Empty trash cans in general outdoor area and interior lobby Remove graffiti
- Sweep area walkways
- Grass area free of trash
- Sweep and mop interior lobby adjacent to lobby
- Clean lobby walls
- Keep bathroom hand dryers, faucets, and flush valves in proper working order
- Clean glass lobby exterior doors
- Clean metal finishes exterior and interior as needed

R. MADISON AND WASHINGTON ALLEZ

- Maintenance of decorative elements, including sculpture, walkways, fencing and other hardscape features
- Security
- Cleaning
- Landscape Maintenance
- Electrical
- Plumbing/Water Features
- Engineering

S. MISCELLANEOUS

- Polish stainless steel Mayor's Marker
- Clean signage
- Remove all graffiti and gum

III. Cleaning Specifications — Winter (on an as needed basis), including but not limited to the following:

A. SNOW REMOVAL

- The cleaning contractor shall assist in clearing snow as needed

B. MCDONALD'S CYCLE CENTER

- Wipe down doors
- Clean any glass
- Sweep area
- Sweep all walkways and stairs
- Wipe down walls and high dust
- Remove graffiti
- Remove gum
- Clean stainless steel
- Trash cans emptied (do not allow to overfill)
- Wipe down and empty trash cans
- Remove rust as needed
- Bathrooms must be sanitized

C. BP BRIDGE

- Sweep walkway
- Remove graffiti
- Remove gum
- Wipe down and empty trash cans
- Remove rust as needed
- Clear snow as needed

D. CHASE PROMENADES (NORTH, CENTRAL, SOUTH)

- Sweep all walkways
- Trash cans emptied (do not allow to overfill)
- Clean all rails
- Remove all graffiti
- Remove gum

E. COLUMBUS & MONROE PEDESTRIAN TUNNEL (TO DALEY BICENTENNIAL PARK)

- Remove gum
- Remove graffiti
- Sweep walkway and curbs
- Wipe down and empty trash cans
- Remove rust as needed
- Clean tile

- F. CROWN FOUNTAIN
  - Sweep walkways
  - Remove trash from grass areas
  - Clean stairs and rails
  - Remove gum
  - Remove graffiti
  - Wipe down and empty trash cans
  - Clean rust as needed
  
- G. GREAT LAWN
  - Clean grass area
  - Wipe down and empty trash cans
  - Remove graffiti
  - Remove gum
  
- H. LURIE GARDEN
  - Sweep gravel onto gravel walkway.
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Clean grass areas
  - Clean debris from water feature
  
- I. MONROE STREET SERVICE TUNNEL
  - Clean drainage grates
  - Remove graffiti
  - Trash cans emptied (do not allow to overfill)
  - Remove gum
  
- J. NORTH / SOUTH BOEING GALLERIES
  - Sweep walkways
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Remove rust as needed
  
- K. NORTHEAST AND NORTHWEST EXELON PAVILIONS
  - Same specifications as Summer Cleaning
  
- L. PARK PERIMETER
  - Sweep all walkways
  - Remove graffiti
  - Remove gum
  - When curbs are clear - remove debris
  - Wipe down and empty trash cans
  - Remove rust stains as needed
  
- M. PRITZKER PAVILION
  - Back of House follows same specifications as Summer Cleaning
  - Stage area must be swept and mopped
  - Clean floor grates
  - Clean and polish rails
  - Trash cans emptied (do not allow to overfill)
  - Sweep seating area as needed



1. West Arcade
  - Cleaning as needed
  
2. East Arcade
  - Same specifications as EAST/WEST Arcade Summer Cleaning
  - East Arcade Bathrooms
  - Sweep floor
  - Mop
  - Wipe down partitions
  - Clean all mirrors – streak free
  - Clean and polish all drain covers – remove debris
  - Remove trash and clean trash cans
  - Clean and stock all toilet paper dispensers
  - Wipe down sinks and pipes
  - Wipe all partition walls
  - Clean walls as needed
  - Sanitize bathrooms
  - Clean Hand Dryers
  - Check operation of Hand Dryers, Auto Faucets and Flush Valves
  - Remove graffiti
  
- N. ROOFTOP TERRACE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  
- O. AT&T PLAZA/CLOUD GATE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  - Trash cans emptied (do not allow to overfill)
  - Wipe down and empty trash cans
  - Remove rust stains as needed
  
- P. SOUTHEAST / SOUTHWEST EXELON PAVILIONS
  - Clean glass
  
- Q. WRIGLEY SQUARE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Remove rust stains as needed.
  
- R. MCCORMICK TRIBUNE PLAZA
  - Clean and Sanitize bathrooms as needed during all seasons
  - Remove gum for all services
  - Pick up trash and debris from exterior plaza and interior lobby
  - Empty trash cans in general outdoor area and interior lobby
  - Remove graffiti
  - Sweep area walkways
  - Winter walkways free of snow and ice
  - Sweep and mop interior lobby adjacent to lobby
  - Clean lobby walls
  - Keep bathroom hand dryers, faucets, and flush valves in proper working order
  - Clean glass lobby exterior doors

- Clean metal finishes exterior and interior as needed

S. MADISON AND WASHINGTON ALLEZ

- Maintenance of decorative elements, including sculpture, walkways, fencing and other hardscape features
- Security
- Cleaning
- Landscape Maintenance
- Electrical
- Plumbing/Water Features
- Engineering

IV. Metal Maintenance

The Contractor must perform metal maintenance according to the manufacturer's specifications.

**Performance Requirement:** The following standard of cleanliness shall apply to all areas: All areas must be maintained in function and appearance similar to that of a 5-star hotel located in a major metropolitan city in the United States. Without limiting the foregoing, all areas must be free of debris, soil, and stains; all materials must be fully stocked and work must be performed in an expeditious and professional manner.

## EXHIBIT 1B: ELECTRICAL, ENGINEERING AND TRADE SERVICES

Contractor shall, when necessary, cooperate with the entity responsible for the operation and maintenance of the parking garage, and provide, at a minimum, electrical and engineering services in the following areas (for repair jobs in excess of \$10,000 Contractor must notify the Commissioner to obtain approval to perform the work under the property management contract):

I. Engineering Services will include but are not limited to the following:

A. Hours of Operation

The Contractor must provide the following minimum standards for Engineering services. Peak Season runs from April 1 through October 31. Non-peak season runs from November 1 through March 30.

Peak Season (1 Engineer per Shift)  
Monday — Friday, 6:00 a.m. — 11:00 p.m.  
Saturday— Sunday, 6:00 a.m. — 11:00 p.m.  
Non-Peak Season (1 Engineer per Shift)  
Monday — Tuesday, 7:00 a.m. — 3:00 p.m.  
Wednesday — Friday, 6:00 a.m. — 10:00 p.m.  
Saturday — Sunday, 8:00 a.m. — 4:00 p.m.

B. Rounds of the entire park (performed on an as needed basis) include the following minimum standards:

- Inspection of all mechanical rooms in all park buildings (Bicycle Station, East & West Arcades, East & West Exelon, Pritzker Pavilion, and McCormick Tribune Plaza).
- Logging of critical information on all units in park mechanical rooms.
- Logging of temperature readings for critical equipment areas twice per shift (i.e. Amplifier rooms, computer rooms, instrument storage rooms, etc.)
- Inspection/blow down of humidifiers for instrument storage rooms.
- Inspection/logging of life safety equipment throughout park (East & West Arcades, East & West Exelons, Pritzker Pavilion, and McCormick Tribune Plaza).

C. On an as needed basis, maintenance includes the following minimum standards.

- Inspection/repairing of all plumbing in park restrooms. Includes preventive maintenance on automatic units.
- Inspection/repairing of water fountains in park buildings and outside areas.
- Inspection/repairing of door and lock hardware. Includes issuing/record keeping of keys distributed.
- Conduct preventive maintenance on an as needed basis based on equipment running time

D. Park Water Features maintenance should include the following minimum standards, on, an as needed basis:

- Inspection/adjustment of chemical feed systems in Crown Fountain and Lurie Garden mechanical rooms.
- Chemical readings of Crown and Lurie water features (conducted twice per shift)
- Inspection of Crown Fountain and Lurie Garden mechanical room pump and fan systems.
- Cleaning of strainers and backwashing of filter system Crown Fountain pump rooms.
- Cleaning of strainers in Lurie Garden pump room.
- Removal of debris and coins from Lurie Garden water feature.
- Logging of water consumption for both North and South Crown Fountain pump rooms.
- Receiving/loading of Crown and Lurie chemical supply.
- Logging of temperature readings for critical equipment areas in Crown mechanical rooms.

E. Miscellaneous Tasks include on an as needed basis:

- Distribution of work orders to engineering staff.
- Meeting/organizing of trades and contractors for various park events and projects.
- Placement of supply orders for park projects and routine maintenance needs (i.e. plumbing parts)
- Assessment of the status of current park projects.
- Meetings with management regarding current and upcoming park projects and events.
- Various park tasks (i.e. hanging of signs, opening various doors, opening tent side panels, assisting security and cleaning crew, etc.)

F. General Responsibilities to be completed on an as needed basis.

- Carpentry
- Critical systems
- Develop and maintain Safety Manual
- Elevator maintenance
- Fire, life, safety system
- HVAC
- Key retention policy
- Plumbing

G. Facility Systems Requiring Repairs and Preventive Maintenance, on an as needed basis:

- Air compressors
- Air handling units (AHUs)
- Automatic transfer switches
- Backflow assembly
- Cabinet unit heaters
- Diffusers
- Drip drums in dry sprinkler
- Exhaust fans
- Eye wash stations
- Fire doors and dampers
- Water features (Crown Fountain, Wrigley Square, Lurie River)
- Heat recovery system
- Park Golf carts
- Heat trace for plumbing
- Lawn vacuums
- Lifts --Wheel chair / personal / piano
- Pedestrian doors
- Plumbing
- Pressure washer
- Reduced pressure zone
- Roll up doors
- Roofs
- Sprinkler system
- Stage glass doors
- UPS & power conditioner
- Variable air volume controls
- Fire extinguishers
- Fire / life safety systems
- Water fountains
- Water heaters
- Water pumps

H. Emergency Generator and Critical Systems

The Millennium Park emergency generator is located in the Millennium Park parking garage below the Park. Millennium Park engineering staff must cooperate with the entity responsible for the operation and maintenance of the parking garage and also be present during the annual testing of the emergency generator, to include load tests of critical systems and verification of the connection of critical systems to the generator or UPS.

The generator is a 480V/100AJ3phase to a 208v/120v transformer, which feeds Automatic Transfer Switch #1 and Automatic Transfer Switch #2.

Power is distributed from the generator to the following systems:

- Plumbing
- Sprinkler monitoring panel
- Fire alarm monitoring panel (panel location F131)
- Emergency lighting dimmer rack (panel location F114)
- Emergency lighting panel aisle lighting (panel location F109)
- Emergency lighting panel (panel location F122)
- Emergency service panel (panel location F122)
- Air compressors
- Security system
- Heat Trace

The critical operations systems at Millennium Park include:

- Emergency generator
- Emergency exit lighting
- Emergency lighting along seating in the Jay Pritzker Pavilion
- Fire alarm panel
- UPS systems for radios and amplifiers
- Power conditioners
- Cooling systems for rooms with critical equipment
- Heat trace systems
- Chilled water system (provided by Chicago Thermal)

II. Electrical Services (to be performed on an as needed basis) will include but are not limited to the following:

A Hours of Operation

The Contractor must provide the following minimum standards for Electrician services. Peak Season runs from April 1 through October 31. Non-peak season runs from November 1 through March 30.

Peak Season (2 Electricians per Shift)

Monday — Friday, 7:00 a.m. — 3:00 p.m.

Saturday — Sunday, 7:00 am — 3:00 p.m.

Non-Peak Season (1 Electrician per Shift)

Monday — Friday, 7:00 a.m. — 3:00 p.m.

Saturday — Sunday, 7:00 a.m. — 3:00 p.m.

B. Duties consist of the following minimum standards.

- Heat trace
- Complete work orders generated by Contractor within 48 hours.
- Provide electrical set up and take down for all public and private events.
- Provide electrical support during all public and private events.
- Provide electrical consultation to perspective event clients and City agencies.
- Monitor connections and use of electric by outside vendors and performers.
- Review inventory and order supplies

C. Duties consist of the following minimum standards.

- Verify public and private programming schedule
- Check all exterior lighting.
- Check all safety and critical systems electric and lighting.
- Assist Com Ed in locating and reading meters.

D. Duties consist of the following minimum standards.

- Provide Contractor with recommended preventive maintenance tasks for following month.

- Check and tighten all panels and switchgear.
- Perform preventive maintenance measures.

E. Duties consist of the following minimum standards.

- Clean out all electrical panels and make necessary repairs.
- Verify waterproofing for all exterior electrical connections and make necessary repairs.
- Change out all stage and architectural lighting in Pritzker Pavilion.
- Change out all architectural lighting on the Pritzker trellis.
- Provide necessary support for holiday decorations.
- Prepare water features for seasonal start-up and shut-down.
- Test emergency generator.

F. General information

- Electrical, including emergency electrical services, and preventive maintenance shall be performed by Contractor.
- The Contractor shall coordinate Automatic Transfer Switch (ATS) maintenance work with LAZ Parking (as Agent for the City of Chicago and the Department of Finance). LAZ Parking, as Agent for the City of Chicago, tests and maintains the emergency generator, fire pump and domestic water pump. The Contractor shall monitor and document this required testing.
- The Contractor shall employ industry recognized preventive maintenance procedures. All warranties, instructions, or procedures specific to brand or model must be followed by Contractor.

Performance Requirement: The work must be performed at a level consistent with such services performed at a 5-star hotel located in a major metropolitan city in the United States. Contractor shall not interfere with the rights and responsibilities of the entity responsible for the operation and maintenance of the parking garage.

## **EXHIBIT 1C: SECURITY SERVICES**

The Contractor must perform all the necessary services required by and pre-approved by the City including, but not limited to, the coordination and operation of all security services. The Contractor must provide daily on-site management for security personnel who are responsible for the daily activity of the security staff to insure full coverage at all times.

Security services are the responsibility of the Contractor, but are approved by the City of Chicago. The Contractor must follow the City's rules and regulations and must meet with the Commissioner of Cultural Affairs as requested.

All related equipment for security and security personnel must be maintained according to the manufacturer's specification.

## EXHIBIT 1D: LANDSCAPE AND HORTICULTURE SERVICES

### LANDSCAPE AND HORTICULTURE SERVICES

#### Description

The site landscape plan includes exposed aggregate concrete pavement, fencing, site metal handrails, guardrails and gates, site furnishings and other miscellaneous site improvements and all other work included. Planting soil system and landscape improvements include planting trees and shrubs, groundcover, perennial and herbaceous plants, lawns, natural plantings, liquid biological amendment, mulch, fertilizer and other soil amendment applications as well as a complete irrigation system.

#### Responsibilities

The Contractor will maintain all landscape and horticulture in a clean and attractive state at all times, including lawn areas, flower beds, planting beds, shrubs, trees, and any other areas at the direction of Millennium Park personnel and in accordance with the terms below. This responsibility also includes weed removal. Additionally, the awardee will maintain and repair the irrigation system.

As noted in the Scope, the Contractor will not be responsible for landscape and horticulture maintenance in the Lurie Garden, unless contracted separately by Lurie Garden personnel.

Also, the Contractor shall meet the goals and objectives of the City's Sustainability Plan, where practical, and subject to review by City.



## LANDSCAPE MAINTENANCE STANDARDS

### PART 1- GENERAL

#### 1.1 Summary

##### A. The work includes, but is not limited to:

1. Standard landscape maintenance operations, including seasonal and ongoing landscape maintenance of:
  - a. Standard plant material and/or planting beds, including the following landscapes and landscape elements:
    - 1) Herbaceous plant material, including annuals, bulbs, perennials, herbaceous vines and herbaceous groundcover
    - 2) Woody plant material, including trees, shrubs, hedges, woody vines and non-herbaceous groundcover
    - 3) Hard surfaces, including walkways, paths, stairs, driveways, curbs, and other paved surfaces within and/or immediately adjacent to areas of work
  - b. Turf and lawns
  - c. Irrigation systems
2. Miscellaneous landscape services, including:
  - a. Turf-related repair/restoration maintenance services
  - b. Woody plant material-related maintenance services
  - c. General landscape maintenance services
  - d. Landscape protection services
3. All work and standard landscape maintenance operations included here exclude the Lurie Garden

B. Contractor shall furnish all labor, supervision, equipment, vehicles and materials necessary to perform all work as specified.

C. Contractor shall specify a project manager for all of the work. Project manager shall be at the work site at all times while work is being performed.

#### 1.2 Standards Compliance

A. All maintenance operations shall comply with the code of standards currently recommended by the American Association of Nurserymen, Inc., except as noted differently in this specification.

### PART 2- MATERIALS

#### 2.1 Fertilizer

##### A. General

1. The use of organic-based fertilizers is preferred over inorganic, petroleum-based fertilizers.
2. Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand or trademark and manufacturer's guaranteed analysis.
3. When used, Organic-based fertilizers shall be formulated to meet National Organic Program standards.
4. When used, organic-based fertilizers shall be OMRI™ (Organic Materials Review Institute) listed.

##### B. Fertilizer Application (all plant materials)

1. Fertilizer applications shall be made as determined by visual plant condition and soil test data.
2. Fertilizer applications shall follow industry best practices and all fertilizer label recommendations for application rate, application method, and use of appropriate personal protective equipment (PPE).

#### 2.2 Mulch Materials

##### A. Leaf Compost (leaf mold; leaf mulch)

1. Contractor shall provide a 1-quart (minimum) sample of all mulch materials that includes production facility name, address, and contact information, upon request.
2. Material specification
  - a. Leaf compost shall be derived exclusively from the decomposed leaves of hardwood trees, contain less than 1% non-leaf organic matter; clean, free of weed seeds or other undesirable components or contaminants.
  - b. Leaf compost is to have a pH, between 6.3 and 7.0.

B. Shredded Hardwood Mulch (mulch)

1. Material specification
  - a. Mulch shall be derived exclusively from the wood of hardwood trees and be free of foreign matter, sticks, stones, roots, soil and/or other unacceptable material
  - b. Mulch shall be shredded or double-ground and composted hardwood, not to exceed two (2) inches in its largest dimension.
  - c. Proportion of fines (material passing sieve size #60) shall not exceed 10% as determined by weight.

2.3 Soil Materials

- A. Contractor shall provide a 1-quart (minimum) sample of all soil materials that includes production facility name, address, and contact information, upon request.

2.4 Other Soil Amendments and Additives

- A. Other soil amendments and additives include, but are not limited to, chelated micronutrients, compost, compost tea, corn gluten, gypsum, mycorrhizal soil amendment, and sand.
- B. Use of soil amendments and additives must be approved prior to use within Millennium Park.

PART 3 - EXECUTION

3.1 General

- A. Categories of project work include:
  1. Standard landscape maintenance operations
    - a. Spring clean-up and site preparation
    - b. On-going maintenance
    - c. Fall maintenance, clean-up and winterization
    - d. Winter maintenance
  2. Specialized landscape maintenance operations
  3. Miscellaneous landscape services
- B. Standard landscape maintenance operations
  1. Standard landscape maintenance operations are to be performed on the following landscapes and landscape elements:
    - a. Standard plant material and/or planting beds
      - 1) Herbaceous plant material, including annuals, bulbs, perennials, herbaceous vines and herbaceous groundcover
      - 2) Woody plant material, including trees, shrubs, hedges, woody vines and non-herbaceous groundcover
      - 3) Hard surfaces, including walkways, paths, stairs, driveways, curbs, and other paved surfaces within and/or immediately adjacent to areas of work
    - b. Turf and lawns
    - c. Irrigation systems
  2. Standard plant material and planting bed landscape maintenance operations include, but may not be limited to:
    - a. Planting beds and mulched tree rings

- 1) General site preparation (spring clean-up)
  - 2) Cleaning and raking
  - 3) Weed control
  - 4) Cultivation
  - 5) Edging
  - 6) Leaf compost and mulch application
- b. Herbaceous plant material
- 1) Applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning
  - 3) Fertilization
  - 4) Watering
  - 5) Lifting, dividing and re-planting
  - 6) Insect, pest and disease control
- c. Woody plant material
- 1) Applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning
  - 3) Renewal and rejuvenation pruning
  - 4) Fertilization
  - 5) Watering
  - 6) Insect, pest and disease control
  - 7) Anti-desiccant application for evergreens (winterization)
- d. Hard surfaces
- 1) Cleaning and raking
  - 2) Weed control
4. Turf and lawn landscape maintenance operations include, but may not be limited to:
- a. Mowing and trimming
  - b. General clean up
  - c. Fertilization
  - d. Weed control
  - e. Aeration
  - f. Slit seeding (inter-seeding or over-seeding)
  - g. Pest and/or disease control
5. Irrigation systems maintenance
- a. Spring start-up and adjustment
  - b. On-going monitoring, maintenance and adjustment
  - c. Fall shut-down and winterization
- C. Miscellaneous landscape maintenance services
1. The miscellaneous landscape maintenance services detailed herein are NOT standard project services, and are to be performed only as directed by Millennium Park management personnel, on an individual proposal basis.
  2. Costs associated with these services will be proposal-based, according to accepted unit pricing (where applicable).

3. Miscellaneous landscape maintenance services include, but may not be limited to:
  - a) Turf-related maintenance services
  - b) Woody plant material-related maintenance services
  - c) General landscape maintenance services
  - d) Landscape protection services

### 3.2 Standard Landscape Maintenance Operations

#### A. General

1. The intended result of all landscape maintenance work is consistently well-groomed, aesthetically pleasing landscapes with healthy, vigorous, thriving plantings. All areas of work are to be uniformly maintained as specified at all times for the duration of the contract.
2. All pruning, dividing and other work directly affecting the health of the plant material is to be performed at the time of year and under conditions appropriate to the specific plant material.
3. Costs associated with the replacement of dead plant material shall be included in standard landscape maintenance, except where plant material to be replaced is under warranty.

#### 8. Spring Clean-Up and Site Preparation

##### 1. Schedule of work

- a. On or about March 15, begin removal of salt damage protection fencing. Removal to be complete by March 31.
- b. General spring clean-up and site prep operations are to begin April 1 of each contract year, except where a different start date is specified below.
- c. Spring clean-up and site prep operations to be performed while plant material is still dormant, prior to bud break and/or other time-sensitive designation must be completed within the time period specified.
- d. Soil samples shall be taken by April 15, prior to the application of any fertilizers and/or soil amendments.
- e. All spring clean-up and prep operations are to be completed by May 15 of each contract year.

##### 2. Standard landscape maintenance operations

###### a. Planting bed and mulch tree ring maintenance

###### 1) General site preparation

- a) Inventory all planting beds and note all dead and/or severely damaged plant material, eroded areas, and any other conditions that may require attention. Submit the report to Millennium Park personnel; report to be organized by area, and include location and details of all documented issues.
- b) Remove dead plant material as specified; replace as directed.
- c) Remove rabbit damage exclusion fencing as directed.
- d) Take soil samples where directed; submit soil samples for testing and diagnostic services as specified.

2) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.

3) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.

4) Cultivation: Cultivate all beds and mulched tree rings as specified; remove excess decomposed mulch as necessary to maintain proper soil grade.

5) Edging: Edge all beds and mulch tree rings as specified.

###### 6) Leaf compost and mulch application

- a) Top-dress all planting beds and tree rings with 3/4" to 1" leaf compost as specified.
- b) Mulch all planting beds and tree rings as specified.

###### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Maintenance pruning

- a) Prior to the start of spring growth, all dead and/or dried stems, leaves, seed-heads, etc. from the previous winter are to be cut back and removed.
  - b) Perform maintenance pruning, including dead-heading and cutting-back, as specified.
  - 3) Fertilization: Fertilize all herbaceous plant material as specified.
  - 4) Watering: Water all herbaceous plant material as specified.
  - 5) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
  - 6) Insect, pest and disease control: Control insects, pests and diseases as specified.
  - c. Woody plant material
    - 1) Perform all applicable planting bed maintenance, PLUS
    - 2) Maintenance pruning: Provide maintenance pruning as specified.
    - 3) Renewal and rejuvenation pruning
      - a) Shrubs, woody vines and woody ground cover to receive spring renewal pruning are to be pruned as specified.
      - b) Hedges: Where directed, provide rejuvenation pruning to hedges as specified.
    - 4) Fertilization
      - a) Deciduous trees: Fertilize deciduous trees immediately after hardening-off, as specified.
      - b) Shrubs, hedges, woody vines and woody ground cover: Fertilize as specified.
    - 5) Watering: Water all woody plant material as specified.
    - 6) Insect, pest and disease control: Control insects, pests and diseases as specified.
  - d. Hard surfaces
    - 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
    - 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.
3. Spring Turf and lawn landscape maintenance operations
- a. General site preparation and clean up
    - 1) Inventory all turf and lawn areas and note any damage, ruts, flooding, compaction, erosion, and any other conditions that may require attention. Submit the report to Millennium Park personnel; report to be organized by area, and include location and details of all documented issues.
    - 2) Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all turf and lawn areas must be kept consistently clean.
  - b. Mowing and trimming
    - 1) Mowing and trimming of turf is to begin when turf height reaches 3 inches, after growth starts in the spring; operations are to be performed as specified.
    - 2) Turf is to be mowed and trimmed during active growth as specified.
  - c. Fertilization: Fertilize turf in April, prior to or coinciding with onset of active growth, as specified.
  - d. Weed control: Control weeds in turf as specified.
  - e. Aeration: Core aerates all turf areas after first mowing, when turf has begun vigorous growth; operations are to be performed as specified.
  - f. Slit seeding (inter-seeding or over-seeding): Slit seed turf areas as specified.
  - g. Insect, pest and disease control: Control insects, pests and diseases as specified.
  - h. Turf repair and re-establishment: Provide standard turf repair and re-establishment services as specified.

**4. Irrigation systems maintenance**

All irrigations systems maintenance, including but not limited to:

- a. Perform system start-up and testing as specified
- b. Adjust system as required.
- c. Repairs as required.

### C. On-Going Maintenance

#### 1. Schedule of work

- a. On-going maintenance is to begin in each area of work immediately upon completion of spring clean-up for that area.
- b. Contractor is responsible for regular and ongoing monitoring and investigation of on-site conditions and for scheduling and directing all designated project services work accordingly.
- c. All designated project services work is to be performed as often as necessary to ensure that the required result is achieved consistently during the term of work.

#### 2. Standard landscape maintenance operations

##### a. Planting bed and mulch tree ring maintenance

- 1) General monitoring: Inventory all planting beds and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: dead and/or severely damaged plant material, eroded areas, etc.
- 2) Remove dead plant material as specified; replace as directed.
- 3) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.
- 4) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.
- 5) Edging: Edge all beds and mulch tree rings as specified.

##### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
- 3) Staking and tying: Stake and tie herbaceous plant material as specified.
- 4) Maintenance pruning: Perform maintenance pruning, including dead-heading and cutting-back, as specified.
- 5) Fertilization: Fertilize all herbaceous plant material in July as specified.
- 6) Watering: Water all herbaceous plant material as specified.
- 7) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### c. Woody plant material

- 1) Perform all applicable planting bed and mulched tree ring maintenance, PLUS
- 2) Maintenance pruning: Provide maintenance pruning as specified.
- 3) Watering: Water all woody plant material as specified.
- 4) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### d. Hard surfaces

- 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
- 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.

#### 3. On-Going Turf and lawn landscape maintenance operations

- a. General monitoring: Inventory all turf and lawn areas and report all issues or conditions that may require attention to

Millennium Park personnel, including, but not limited to: general damage, ruts, flooding, compaction, erosion, etc.

- b. Mowing and trimming: Mow and trim turf during active growth, as specified.
- c. Clean up: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all turf and lawn areas must be kept consistently clean.
- d. Fertilization: Fertilize turf in September, as specified.
- e. Weed control: Control weeds in turf as specified.
- f. Aeration: Core aerates all turf areas in September, as specified.
- g. Insect, pest and disease control: Control insects, pests and diseases as specified.
- h. Turf repair and re-establishment: Provide standard turf repair and re-establishment services as specified.

#### 4. Irrigation systems maintenance

- a. Provide on-going checks and repairs as specified.

### D. Fall Maintenance, Clean-Up and Winterization

#### 1. Schedule of work

- a. Planting beds: Fall clean-up and winterization is to commence in early October, or when the leaves begin to fall, and is to be complete by November 30.
- b. Turf and lawn: Fall maintenance is to begin in September and is to be complete by November 30.

#### 2. Standard landscape maintenance operations

##### a. Planting bed and mulched tree ring maintenance

- 1) General monitoring: Inventory all planting beds and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: dead and/or severely damaged plant material, eroded areas, etc.
- 2) Cleaning and raking
  - a) Rake leaves as specified from all planting beds on a weekly basis until leaf fall is complete; leaves shall be finely mulched and returned to planting beds as specified.
  - b) Remove all litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.
- 3) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.
- 4) Edging: Edge all beds and mulch tree rings as specified.
- 5) Leaf compost and mulch application
  - a) Top dress all planting beds and tree rings with 1/2" Leaf compost as specified.
  - b) Mulch all planting beds and tree rings as specified.

##### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Maintenance pruning
  - a) Perform maintenance pruning, including dead-heading and cutting-back, as specified.
  - b) Cut-back perennials and other herbaceous plant material on a weekly basis until all material to be cut down is removed as specified. Leave ornamental grasses and some perennials for winter interest as directed by Millennium Park personnel.
- 3) Watering: Water all herbaceous plant material as specified.
- 4) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
- 5) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### c. Woody plant material

- 1) Perform all applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning: Provide maintenance pruning as specified.
  - 3) Renewal and rejuvenation pruning: Shrubs, woody vines and woody ground cover to receive fall renewal pruning are to be pruned as specified.
  - 4) Watering: Water all woody plant material as specified.
  - 5) Insect, pest and disease control: Control insects, pests and diseases as specified.
- d. Hard surfaces
- 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
  - 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.
- E Fall Turf and lawn landscape maintenance operations
- 1) Seasonal monitoring: Inventory all turf and lawn areas and report all issues or conditions to Millennium Park personnel that may require attention in following spring, including, but not limited to: general damage, ruts, flooding, compaction, erosion, etc.

**3. Fall Irrigation systems maintenance**

- a. Provide fall shut down & winterization services as specified

**4. Standard landscape maintenance operations**

- a. Standard fall landscape maintenance operations are to be performed on all areas of work, including:
  - 1) General monitoring: Inventory all areas of work and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: damaged plant material, ruts, flooding, compaction, erosion, etc.
  - 2) Clean up: Remove all litter, branches, trash and other debris from all areas of work as specified; all areas of work must be kept consistently clean.

**3.3 Specialized Landscape Maintenance Operations**

**A. General**

1. The intended result of all landscape maintenance work is consistently well-groomed, aesthetically pleasing landscapes with healthy, vigorous, thriving plantings. All areas of work are to be uniformly maintained as specified at all times for the duration of the contract.
2. Includes special and/or seasonal landscape work associated with events, displays, or other activities within Millennium Park.
3. Specific duties, responsibilities, and operations to be discussed with Millennium Park personnel.



## EXHIBIT 2: COMPENSATION

### A. Basis of Compensation

Contractor's compensation will consist of (1) reimbursement of actual personnel and non-personnel costs ("Costs"), subject to a Detailed Annual Budget to be approved pursuant to the Agreement, and (2) payment of an annual management fee, as set forth herein ("Annual Management Fee"). The sum of (1) and (2) may not, in any year, exceed the guaranteed maximum price ("GMP"), as set forth below. If Contractor's actual costs in any year exceed the maximum total personnel and non-personnel costs in the approved Detailed Annual Budget for that year, Contractor must continue to perform the Services in accordance with the terms of this Contract at no extra charge to the City, unless otherwise agreed by the City in a written amendment pursuant to the Contract. Contractor agrees with respect to non-personnel costs to obtain multiple bids. The GMP may not exceed the annual Grand Total in Exhibit 2 each year, plus a maximum of \$500,000.00 in Task Orders per year.

### B. Annual Management Fee

The Annual Management Fee is \$260,000.00.

The Annual Management Fee represents Contractor's profit for the Services. The Annual Management Fee is payable in equal monthly installments. The Annual Management Fee is fixed and is not subject to adjustment. Any change to the Annual Management Fee will require an amendment to the Contract.

### C. Budget

#### Approval of Detailed Annual Budget

1. Contractor will be required to complete and submit to the Commissioner of DCASE a Detailed Annual Budget. Exhibit 6 lists the Annual Budget Categories the Contractor will be responsible to manage in association with its duties as the Contractor.
2. By July 1 of each year, the Contractor must submit a proposed detailed budget for the next calendar year for approval of the Commissioner and CPO. Reasonableness of costs will be determined by the Commissioner and the CPO. The Commissioners and CPO will make such revisions as they determine appropriate and will return the budget to the Contractor. Once the parties agree on a detailed annual budget for the coming year, the Contractor will receive written notification of approval no later than September 1. If the parties do not agree on a detailed annual budget for the coming year by September 15, this Contract will terminate on December 31, of the year in which an approved Annual Budget is in effect.
3. Contractor will work with DCASE to update the approved budget (as needed) based on year end costs, related to the approval of the City's annual budget.

Account Categories	Guaranteed Maximum Price					
	Year 1 2016	Year 2 2017	Year 3 2018	Year 4 2019	Year 5 2020	Total
<b>Millennium Park Expenses</b>						
Public Event & Festival Expenses	471,594.00	477,489.00	483,458.00	489,501.00	495,620.00	2,417,662.00
Production/Technical Support Staff	621,271.00	633,696.00	646,370.00	659,297.00	672,483.00	3,233,117.00
Sound System Inspection/Support	109,000.00	109,000.00	109,000.00	109,000.00	119,000.00	555,000.00
Private Event Support	278,836.00	283,019.00	287,264.00	291,573.00	295,947.00	1,436,639.00
Promenade/Concession Tent Rental	132,703.00	134,030.00	135,370.00	136,724.00	138,091.00	676,918.00
Rooftop Tent Set-up/Takedown/Cleaning	30,760.00	31,068.00	31,379.00	31,693.00	32,010.00	156,910.00
Cleaning Expenses	713,605.00	726,093.00	738,800.00	751,729.00	764,884.00	3,695,111.00
Repairs/Maintenance	1,233,621.00	1,258,293.00	1,283,459.00	1,309,128.00	1,335,311.00	6,419,812.00
General Property	203,394.00	206,953.00	210,575.00	214,260.00	218,010.00	1,053,192.00
Chilled Water	124,200.00	128,547.00	133,046.00	137,703.00	142,523.00	666,019.00
Landscape/Maintenance	476,625.00	488,541.00	500,755.00	513,274.00	526,106.00	2,505,301.00
Holiday Decorations	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	450,000.00
Snow Removal & Supplies	141,203.00	141,909.00	142,619.00	143,332.00	144,049.00	713,112.00
Security	1,453,835.00	1,482,912.00	1,512,570.00	1,542,821.00	1,573,677.00	7,565,815.00
Administration	667,654.00	677,669.00	687,834.00	698,152.00	708,624.00	3,439,933.00
Insurance	167,155.00	168,827.00	170,515.00	172,220.00	173,942.00	852,659.00
Ice Rink Concession Expense	369,094.00	372,785.00	376,513.00	380,278.00	384,081.00	1,882,751.00
<b>Total Millennium Park Expenses</b>	<b>7,284,550.00</b>	<b>7,410,831.00</b>	<b>7,539,527.00</b>	<b>7,670,685.00</b>	<b>7,814,358.00</b>	<b>37,719,951.00</b>

<b>Non-MP/CCC Venues</b>						
Private Event Management	482,067.00	489,298.00	496,637.00	504,087.00	511,648.00	2,483,737.00
Production/Technical Support Staff	953,716.00	972,790.00	992,246.00	1,012,091.00	1,032,333.00	4,963,176.00
<b>Other Venue Expenses</b>	<b>1,435,783.00</b>	<b>1,462,088.00</b>	<b>1,488,883.00</b>	<b>1,516,178.00</b>	<b>1,543,981.00</b>	<b>7,446,913.00</b>

<b>Millennium Park + Other Venue Expenses</b>	<b>8,720,333.00</b>	<b>8,872,919.00</b>	<b>9,028,410.00</b>	<b>9,186,863.00</b>	<b>9,358,339.00</b>	<b>45,166,864.00</b>
<b>Management Fee</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>1,300,000.00</b>

<b>Grand Total ("Guaranteed Maximum Price")</b> (Millennium Park + Non-MP/CCC Venues + Management Fee)	<b>8,980,333.00</b>	<b>9,132,919.00</b>	<b>9,288,410.00</b>	<b>9,446,863.00</b>	<b>9,618,339.00</b>	<b>46,466,864.00</b>
Task Orders (Max. Compensation)	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	2,500,000.00
<b>Grand Total + Task Orders</b>	<b>9,480,333.00</b>	<b>9,632,919.00</b>	<b>9,788,410.00</b>	<b>9,946,863.00</b>	<b>10,118,339.00</b>	<b>48,966,864.00</b>

Guaranteed Maximum Price		
Extension Year 1 2021	Extension Year 2 2022	Extension Year 3 2023
501,815.00	508,088.00	514,439.00
685,933.00	699,652.00	713,645.00
119,000.00	119,000.00	119,000.00
300,386.00	304,892.00	309,465.00
139,472.00	140,867.00	142,276.00
32,330.00	32,653.00	32,980.00
778,269.00	791,889.00	805,747.00
1,362,017.00	1,389,257.00	1,417,042.00
221,825.00	225,707.00	229,657.00
147,511.00	152,674.00	158,018.00
539,259.00	552,740.00	566,559.00
90,000.00	90,000.00	90,000.00
144,769.00	145,493.00	146,220.00
1,605,151.00	1,637,254.00	1,669,999.00
719,253.00	730,042.00	740,993.00
175,681.00	177,438.00	179,212.00
387,922.00	391,801.00	395,719.00
<b>7,950,593.00</b>	<b>8,089,447.00</b>	<b>8,230,971.00</b>

519,323.00	527,113.00	535,020.00
1,052,980.00	1,074,040.00	1,095,521.00
<b>1,572,303.00</b>	<b>1,601,153.00</b>	<b>1,630,541.00</b>

<b>9,522,896.00</b>	<b>9,690,600.00</b>	<b>9,861,512.00</b>
<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>

<b>9,782,896.00</b>	<b>9,950,600.00</b>	<b>10,121,512.00</b>
500,000.00	500,000.00	500,000.00
<b>10,282,896.00</b>	<b>10,450,600.00</b>	<b>10,621,512.00</b>

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Automatic Data Processing Insurance Agency, Inc 1 ADP Boulevard Roseland, NJ 07068	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>NorGuard Insurance Company</b>	NAIC # <b>31470</b>
<b>INSURED</b> MB Real Estate Services Inc. 181 W. Madison St., Suite 4700 Chicago, IL 60602-	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR						EACH OCCURRENCE	\$
	<b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			<b>MBWC700003</b>	<b>3/1/2016</b>	<b>3/1/2017</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N / A				E.L. EACH ACCIDENT	\$ <b>1,000,000</b>
							E.L. DISEASE - EA EMPLOYEE	\$ <b>1,000,000</b>
							E.L. DISEASE - POLICY LIMIT	\$ <b>1,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Job Reference: Millennium Park**

<b>CERTIFICATE HOLDER</b>  City of Chicago Procurement Department 121 N. LaSalle Street, Suite 806 Chicago, IL 60602	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. 200 E. RANDOLPH  CHICAGO IL 60457		<b>CONTACT NAME:</b> ACS.CHICAGO@AON.COM <b>PHONE:</b> <b>A/C, No, Ext):</b> <b>FAX</b> <b>E-MAIL:</b> <b>A/C, No):</b> <b>ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
		<b>INSURER A:</b> LIBERTY MUTUAL FIRE INSURANCE CO. 23035	
		<b>INSURER B:</b> LIBERTY INSURANCE CORPORATION 42404	
		<b>INSURER C:</b> OHIO CASUALTY INSURANCE CO. 24074	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	No Deductible / SIR	X	X	TB2-Z91-459436-036	7/1/16	7/1/17	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			TH7-Z91-459436-046	7/1/16	7/1/17	AGGREGATE	\$ 25,000,000
	DED RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OT-HER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	<b>EXCESS LIABILITY (4M XS 25M)</b>			ECO (17) 55994653	7/1/16	7/1/17	PER OCCURRENCE:	\$4,000,000
							AGGREGATE:	\$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: MILLENNIUM PARK (24.5 ACRES) -PER CONTRACT #33323; SPECIFICATION #125729  
 THE CITY OF CHICAGO, DEPARTMENT OF PROCUREMENT SERVICES IS INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS. A WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. 60 DAYS NOTICE OF CANCELLATION WILL BE MAILED TO THE CERTIFICATE HOLDER.

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
CITY OF CHICAGO DEPT. OF PROCUREMENT SERVICES CITY HALL, ROOM 806, 121 N. LASALLE ST. CHICAGO IL 60602		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		<b>AUTHORIZED REPRESENTATIVE</b> Aon Risk Services Central, Inc.	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. 200 E. RANDOLPH CHICAGO IL 60457		<b>CONTACT NAME:</b> ACS.CHICAGO@AON.COM <b>PHONE:</b> <b>A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	
		<b>FAX A/C, No):</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b>	
		<b>INSURER B:</b> COMMERCE & INDUSTRY INSURANCE CO.	
		<b>INSURER C:</b> EXECUTIVE RISK INDEMNITY	
		<b>INSURER D:</b> FEDERAL INSURANCE COMPANY	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	6024119019	3/1/16	3/1/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			602119005	3/1/16	3/1/17	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C	<b>PROFESSIONAL LIABILITY</b>			8211-5995	4/4/16	4/4/17	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

A - PROPERTY - VALUABLE PAPERS (ie INFORMATION PROPERTY) \$250,000, INCLUDING PROPERTY OF OTHERS  
 D - CRIME: POLICY #8242-6002:\$2,000,000 LIMIT; 4/4/16-17

RE: MILLENNIUM PARK (24.5 ACRES) -PER CONTRACT #33323; SPECIFICATION #125729  
 AUTO: CITY OF CHICAGO, DEPARTMENT OF PROCUREMENT SERVICES IS INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF CHICAGO DEPT. OF PROCUREMENT SERVICES CITY HALL, ROOM 806, 121 N. LASALLE ST. CHICAGO IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Aon Risk Services Central, Inc.
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**EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)**



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 87111

Date of This Filing:06/14/2016 04:14 PM

Certificate Printed on: 06/28/2016

Original Filing Date:06/14/2016 04:14 PM

Disclosing Party: MB Real Estate Services Inc. Title:EVP/Managing Dir. Asset Mgmt.  
Filed by: Mr. Kevin Purcell

Matter: PROPERTY MANAGEMENT AND  
EVENT SUPPORT FOR MILLENNIUM  
PARK AND VARIOUS DCASE  
PROPERTIES

Applicant: MB Real Estate Services Inc.

Specification #: 125729

Contract #: 33323

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.



**EXHIBIT 5: MBE / WBE COMPLIANCE PLAN**



**SCHEDULE D-1**  
**Compliance Plan Regarding MBE/WBE Utilization**  
**Affidavit of Prime Contractor**

<p><b>FOR</b>  <b>NON-CONSTRUCTION</b>  <b>PROJECTS ONLY</b></p>
--

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: Property Management of Millennium Park & Other Various DCASE Properties

Specification No.: 125729

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of MB Real Estate Services Inc. (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/ or Cook County, Illinois (Letters of Certification Attached).

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Kobotech Inc.

Address: 8 South Michigan Avenue, Suite 810, Chicago, IL 60603

Contact Person: Dan Kobayashi

Phone Number: (312) 263-0074

Dollar Value of Participation \$ 4,129,014

Percentage of Participation % 8.89

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed:<sup>1</sup>      %

**Total Participation % 8.89**

2. Name of MBE/WBE: Diverse Facility Solutions

Address: 6140 South Central Avenue, Chicago, IL 60638

Contact Person: Mark Wright

Phone Number: (773) 582-1022

Dollar Value of Participation \$ 3,753,803

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Percentage of Participation % 8.08

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 8.08**

3. Name of MBE/WBE: Fact Finders Group Inc.

Address: 4747 Lincoln Mall Drive, Suite 300, Mattson, IL 60443

Contact Person: Kenneth Webb

Phone Number: (708) 283-4200

Dollar Value of Participation \$ 863,215

Percentage of Participation % 1.86

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 1.86**

4. Name of MBE/WBE: Milhouse Engineering & Construction Inc.

Address: 60 East Van Buren Street, Suite 1501, Chicago, IL 60605

Contact Person: Wilbur C. Milhouse III

Phone Number: (312) 987-0061

Dollar Value of Participation \$ 552,110

Percentage of Participation % 1.19

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 1.19**

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

5. Attach Additional Sheets as Needed

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Kobotech Inc.	\$4,129,014	8.89%
Diverse Facility Solutions	\$3,753,803	8.08%
Fact Finders Inc.	\$863,215	1.86%
Milhouse Engineering and Construction Inc.	\$552,110	1.19%
<b>Total Direct MBE Participation</b>	<b>\$9,298,142</b>	<b>20.01%</b>

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Christy Webber Landscapes	\$3,247,398	6.99%
Evergreen Supply Company	\$96,784	.21%
<b>Total Direct WBE Participation</b>	<b>\$3,344,182</b>	<b>7.2%</b>

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Neal Speers (312) 742-2960  
(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

MB Real Estate Services Inc.  
(Name of Prime Contractor - Print or Type)

State of: Illinois

*K.P.*  
(Signature)

County of: Cook

Kevin Purcell, EVP  
(Name/Title of Affiant - Print or Type)

5/13/14  
(Date)

On this 13 day of 5, 2014, the above signed officer Kevin Purcell  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

*Vickie L Cyr*  
(Notary Public Signature)

Commission Expires: 1-9-18

SEAL:



**Section I.B.**

5. Name of MBE/WBE: Christy Webber Landscapes

Address: 2900 W. Ferdinand Street Chicago, IL 606012

Contact Person: Christy Webber

Phone Number: (773)533-0477

Dollar Value of Participation \$ \$3,247,398

Percentage of Participation % 6.99 %

Mentor Protégé Agreement (attach executed copy):(  ) Yes (  ) No Add'l Percentage Claimed: %

**Total Participation %** 6.99%

6. Name of MBE/WBE: Evergreen Supply Company

Address: 9901 S. Torrence Avenue Chicago, IL 60617

Contact Person: Colleen Kramer

Phone Number: (773)375-4750

Dollar Value of Participation \$ \$96,784

Percentage of Participation % 0.21 %

Mentor Protégé Agreement (attach executed copy):(  ) Yes (  ) No Add'l Percentage Claimed: %

**Total Participation %** 0.21%



**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

Project Name: Property Management & Repair Support for Millennium Park/CASE Properties Specification No.: 120720

From: Christy Webber Landscapes  
 (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Landscaping Maintenance / Snow Removal.

The above described performance is offered for the following price and described terms of payment:  
\$224,288

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scopes of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (  ) No *aw 6/14/16*

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

*Christy Webber* 12/3/16  
 (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Christy Webber / President  
 (Name/Title/Phone/Fax)

Christy@christywebber.com / (773) 593-0417  
 (Email & Phone Number)





FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

**Project Name:** Property Management & Event Support for Millennium Park/CDABE Properties **Specification No.:** 126729

**From:** Diverse Facility Solutions  
(Name of MBE/WBE Firm)

**To:** MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed, Attach additional sheets as necessary:  
Custodial Maintenance

The above described performance is offered for the following price and described terms of payment:  
\$3,753,893

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

- o \_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
- o \_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (  ) No MD 6/9/16

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

[Signature] 4/13/16  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Mark Wright / President  
(Name of MBE/WBE Firm)

M.Wright@dfscap.com / (773) 602-1022  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Primary Maintenance & Event Support for Millennium Park/DCASB Properties Specification No.: 126728

From: Evergreen Supply Company, Inc.  
(Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:  
Electrical Supplies.

The above described performance is offered for the following price and described terms of payment:  
\$181,307

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

OK  
6/9/16

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

Colleen Kramer President 12/3/16  
(Signature of President, Owner, CEO or Authorized Agent of MBE/WBE) (Date)

Colleen Kramer / Proskiant  
(Name of Firm - Please Print)

CKramer@evergreensupply.com / (773) 376-4760  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Properly Management & Event Support for Millennium Park/CASE Properties Specification No.: 125729

From: Fact Finders Group  
(Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Security Services

The above described performance is offered for the following price and described terms of payment:  
\$863,216

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No KMW 6/14/2016

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Kenneth M. Webb SR. 4/13/15  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Kenneth Webb / President  
(Name/Title-Please Print)

KenWebb@factfindersgroup.com / (708) 283-4200  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Project Name: Property Management of Millennium Park & Various DCASE Specification No.: 125729

From: Kobotech Inc. (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Provide production management and audio-visual / technical expertise for departmental activities.

The above described performance is offered for the following price and described terms of payment:  
\$4,129,014

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes  No DK 6/10/16

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

Dan Kobayashi PRESIDENT JUNE 2, 2016  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

DAN KOBAYASHI  
Name/Title-Please Print

Dankobo@AOL.com (312)263-0074  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
**MBE/WBE Letter of Intent to Perform as a**  
**Subcontractor, Supplier, or Consultant**

Project Name: Property Management of Millennium Park & Various DCASE Specification No.: 125729

From: Milhouse Engineering and Construction, Inc. (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.

(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Labor and engineering for maintenance and repair including mechanical, plumbing, FLS, and key systems. Development and maintenance and record keeping of safety manuals and historic engineering/construction documents. Miscellaneous painting and carpentry.

The above described performance is offered for the following price and described terms of payment:

\$552,110

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a

Prime Contractor/mentor: ( ) Yes (X) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

**Dolla Crater**

**Executive Vice President**

(Name/Title-Please Print)

5/13/2016  
(Date)

dcrater@milhouseinc.com  
(Email & Phone Number)

312-987-0461

**Schedule C-1 Descriptions:**

- **Custodial Services: Diverse Facility Solutions**  
6140 South Central Avenue  
Chicago, Illinois 60638  
Contact: Mark Wright; (773)582-1022

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Responsible for the cleanliness and waste removal at all Covered Facilities. Custodial Services must ensure that the Covered Facilities are clean and fully supplied at all times. Also required to provide all supplies, tool, and materials to perform the custodial services.*

- **Security Services: Fact Finders**  
4747 Lincoln Mall Drive, Suite 300  
Matteson, Illinois 60443  
Contact: Kenneth Webb; (708)283-4200

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Must coordinate and perform security services which are reasonably designed to protect Park infrastructure and patrons at all times, including the provision of uniformed security personnel and the operation and maintenance of security equipment.*

- **Landscaping Services: Christy Webber Landscapers**  
2900 West Ferdinand Street  
Chicago, Illinois 60612  
Contact: Christy Webber; (773)533-0477

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Responsible for landscaping and horticulture services. Must perform landscaping and horticulture services to ensure that the grounds are properly maintained.*

- **Event Support Services: Kobotech Inc**  
8 South Michigan Avenue, Suite 810  
Chicago, Illinois 60603  
Contact: Dan Kobayashi; (312)263-0074

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Provide production management and audio-visual/technical expertise for departmental activities.*



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 10 2014

Ms. Colleen Kramer  
Evergreen Supply Co.  
9901 S. Torrence Ave.  
Chicago, IL 60617

Dear Ms. Kramer:

We are pleased to inform you that **Evergreen Supply Co.**, has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/1/2015, 2/1/2016 and 2/1/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/1/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/1/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

JP  
DW

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**423610 – Construction Materials, Electrical Merchant Wholesalers**

**423610 – Fixtures, Electric Lighting, Merchant Wholesalers**

**423610 – Insulated Wire or Cable Merchant Wholesalers**

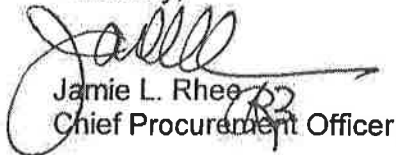
**423690 – Condensers, Electronic, Merchant Wholesalers**

**423690 – Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers**

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 04 2015

Kenneth Webb  
Fact Finders Group, Inc.  
4747 Lincoln Mall Drive, Suite 300  
Matteson, IL 60443-3814

Dear Kenneth Webb:

We are pleased to inform you that **Fact Finders Group, Inc.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2015, 11/15/2016 and 11/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and/or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**561611 – Investigation Services (Except Credit), Private**

**561612 – Body Guard Services**

**561621 – Security System Monitoring Services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority-Owned Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/do



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 03 2014

Christy Weber  
Christy Webber & Company, DBA Christy Webber Landscapes  
2900 West Ferdinand Street  
Chicago, IL 60612

Dear Ms. Weber:

We are pleased to inform you that **Christy Webber & Company, DBA Christy Webber Landscapes** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **02/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **02/15/2015, 02/15/2016, and 02/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

*EW*

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General** at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or **866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 236118 - Addition, Alteration and Renovation (i.e., Construction), Residential Building**
- 236118 - Addition, Alteration and Renovation of Single-Family Dwellings**
- 236118 - Addition, Alteration and Renovation, Residential Building, General Contractors**
- 236118 - Construction Management, Residential Remodeling**
- 236118 - Home Improvement (e.g., Adding On, Remodeling, Renovating), Single-Family Housing, General Contractors**
- 236118 - Remodeling and Renovating General Contractors, Residential**
- 424910 - Mulch Merchant Wholesalers**
- 444220 - Farm Supply Stores**
- 444220 - Feed Stores (Except Pet)**
- 444220 - Garden Centers**
- 444220 - Lawn Supply Stores**
- 444220 - Nursery and Garden Centers Without Tree Production**
- 561730 - Arborist Services**
- 561730 - Cemetery Plot Care Services**
- 561730 - Fertilizing Lawns**
- 561730 - Garden Maintenance Services**
- 561730 - Hydroseeding Services (e.g., Decorative, Erosion Control Purposes)**
- 561730 - Landscape Care and Maintenance Services**
- 561730 - Landscape Contractors (Except Construction)**

- 561730 - Landscape Installation Services
- 561730 - Landscaping Services (Except Planning)
- 561730 - Lawn Care Services (e.g., Fertilizing, Mowing, Seeding, Spraying)
- 561730 - Lawn Fertilizing Services
- 561730 - Lawn Maintenance Services
- 561730 - Lawn Mowing Services
- 561730 - Lawn Seeding Services
- 561730 - Lawn Spraying Services
- 561730 - Line Slash (i.e., Rights of Way) Maintenance Services
- 561730 - Maintenance of Plants and Shrubs In Buildings
- 561730 - Mowing Services (e.g., Highway, Lawn, Road Strip)
- 561730 - Ornamental Tree and Shrub Services
- 561730 - Plant and Shrub Maintenance In Buildings
- 561730 - Plant Maintenance Services
- 561730 - Pruning Services, Ornamental Tree and Shrub
- 561730 - Seasonal Property Maintenance Services (i.e., Snow Plowing In Winter, Landscaping During Other Seasons)
- 561730 - Seeding Lawns
- 561730 - Shrub Services (e.g., Bracing, Planting, Pruning, Removal, Spraying, Surgery, Trimming)
- 561730 - Snow Plowing Services Combined With Landscaping Services (i.e., Seasonal Property Maintenance Services)
- 561730 - Sod Laying Services
- 561730 - Spraying Lawns
- 561730 - Tree Pruning Services
- 561730 - Tree Removal Services
- 561730 - Tree Services (e.g., Bracing, Planting, Pruning, Removal, Spraying, Surgery, Trimming)
- 561730 - Tree Trimming Services
- 561730 - Turf (Except Artificial) Installation Services
- 561730 - Weed Control and Fertilizing Services (Except Crop)

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBEWBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/ha

*H.W.*





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 27 2013

Mark S. Wright  
Diverse Facility Solution, Inc.  
6140 South Central Ave  
Chicago, Illinois 60638

Dear Mr. Wright:

We are pleased to inform you that Diverse Facility Solution, Inc., has been recertified as a **Minority Business Enterprise (MBE)** by the City of Chicago ("City"). This **MBE certification is valid until June 15, 2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by June 15, 2014, June 15, 2015, June 15, 2016, and June 15, 2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's **five year certification will expire on June 15, 2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, **you must file for recertification by April 15, 2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims," of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

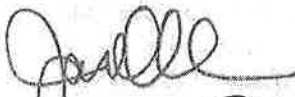
**NAICS Code – 561720 – Janitorial Services**

**NAICS Code – 561740 – Carpet and Upholstery Cleaning Services (not in C2)**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/jea





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 21 2014

Wilbur C. Milhouse, III.  
Milhouse Engineering and Construction, Inc.  
60 East Van Buren Street, Suite 1501  
Chicago, IL 60605

Dear Mr. Milhouse:

We are pleased to inform you that **Milhouse Engineering and Construction, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **05/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2015, 05/15/2016, 05/15/2017, and 05/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

90

- File your recertification within the required time period:

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**236220 - Commercial Building Construction**  
**236220 - Commercial Building Construction General Contractors**  
**236220 - Construction Management, Commercial and Institutional Building**  
**237110 - Sewage Collection and Disposal Line Construction**  
**237110 - Utility Line (i.e., sewer, water), Construction**  
**237310 - Construction Management, Highway, Road, Street and Bridge**  
**238320 - Painting (except roof) Contractors**  
**238350 - Finish Carpentry**  
**541310 - Architectural (except landscape) Services**  
**541310 - Building Architectural Design Services**  
**541330 - Civil Engineering Services** —  
**541330 - Electrical Engineering Services** —  
**541330 - Engineering Consulting Services** —  
**541330 - Mechanical Engineering Services** —  
**541330 - Traffic Engineering Consulting Services**  
**541350 - Building Inspection Services**  
**541512 - Computer-aided Design (CAD) Systems Integration Design Services**  
**541620 - Environmental Consulting Services**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/si



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 28 2016

Mr. Daniel Kobayashi  
Kobotech, Inc.  
8 South Michigan Avenue, Suite 810  
Chicago, IL 60603

REVISED

Dear Daniel Kobayashi:

We are pleased to inform you that **Kobotech, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **06/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

Your firm's five year certification will expire on **06/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**711320 – Promoters of Arts and Sports Events Without Facilities**

**711510 – Scenery Designers, Independent Theatrical**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/cm



## EXHIBIT 6: ANNUAL BUDGET CATEGORIES

### **Cleaning/Custodial – Park Wide, including buildings and grounds**

- Cleaning Equipment
- Contract Services – Cleaning
- Supplies – Cleaning
- Trash Removal
- Waste Removal

### **Repairs and Maintenance – Park Wide, including buildings and grounds**

- Electrical Contractor
- Elevator Contract (4 Exelon Pavilion(s), Pritzker Pavilion, McCormick/Tribune Plaza, McDonald's Cycle Center)
- Elevator Repair & Maintenance
- Jay Pritzker Pavilion Sound System Maintenance, Replacement and Support

### **Electrical Repair & Maintenance**

- Electrical Supplies
- Engineering Contract
- Engineering Supplies
- Hand Dryer Repair & Maintenance
- HVAC Contract
- HVAC Repair & Maintenance
- HVAC Supplies
- Mechanical Maintenance
- Plumbing Repair & Maintenance
- Plumbing Supplies
- Site Lighting
- Water Features Repair & Maintenance (Crown Fountain, Wrigley Square, Lurie Seam)

### **General Property**

- Carpentry
- Chilled Water
- Gate and Door Maintenance
- General Repairs and Maintenance
- Glass Replacement
- Interior Sign Maintenance
- License, Fees, and Permits
- Masonry Repair & Maintenance
- Metal Maintenance
- Painting
- Pest Control/Exterminator
- Public Plumbing at Millennium Park
- Roof Maintenance
- Seasonal Decorations
- Signage Repair & Maintenance
- Signage/Directory
- Supplies/Materials
- Tent Rental and Storage (Harris Terrace, Promenades, Concessions)      Uniforms
- Window Washing – internal and external
- Wood Maintenance

### **Roads and Grounds**

- Aggregate Maintenance
- Concrete Paver Maintenance
- Granite Maintenance
- Irrigation System Repair & Maintenance
- Landscaping/Maintenance
- Snow Removal and Supplies

Temporary Fencing (Concession Perimeter, Crowd Control, Maintenance Needs)

### **Security**

Contract Security Services  
Fire Safety Contract  
Fire Safety Repair & Maintenance  
Security Alarm Expense  
Security Supplies and Equipment  
Segway, Purchase, Maintenance and Supplies  
Wand Tour System Maintenance  
Welcome Center Staffing  
Key Card Access Systems

### **Administrative**

Concession Property Management (Food/Beverage/Merchandising, Cycle Center, Ice Skating...see below)  
Management Fees  
Office Costs, including data, telecom, computers, copiers, fax machines, facility management software:

- Insurance
- Marketing for Private Events, including sales kits, industry ads, etc.
- Telecommunications, including on-site communications

Payroll  
Payroll – Benefits  
Payroll – Office  
Payroll – Taxes  
Private Event Production/Support (see also Public Event Production/Support)

### **Private Event Production/Support**

The Contractor shall provide services in support of private events, including but not limited to security, mechanical, and custodial services (electricians at Millennium Park). Invoicing for private events shall be billed separately and are not included in the operating budget.

### **Public Event Expense/Support**

Custodial  
Concession Security  
Security  
Labor  
Front of House Services  
Audio/Visual Technical Services  
Stage Management and Advance Services  
Hospitality Services  
Purchase of Supplies/Equipment

### **McDonald's Cycle Center Concession Management**

Bicycle and Segway Sharing/Rental Costs  
Chilled Water  
General Repair & Maintenance  
HVAC Contract  
HVAC Supplies  
Management Fee  
Office Costs  
Payroll Benefits  
Payroll Taxes  
Payroll  
Telecommunications

**Food, Beverage, Merchandising Concessions Management**

**(All DCASE Properties: CCC, MP, WW/WT, 72E, G37/66, CHM, SummerDance)**

- General Repair & Maintenance
- Management Fee
- Office Costs
- Payroll Benefits
- Payroll Taxes
- Payroll
- Telecommunications
- Security/Support for compliance around beer/wine sales
- Uniforms/Equipment

**McCormick/Tribune Plaza Ice Rink Concession Management**

- Chilled Water
- General Repair & Maintenance
- HVAC Contract
- HVAC Supplies
- Management Fee
- Office Costs
- Payroll Benefits
- Payroll Taxes
- Payroll
- Telecommunications
- Uniforms/Skates/Equipment

**EXHIBIT 7: MILLENNIUM PARK POLICIES AND RULES**





## **MILLENNIUM PARK RULES – 2016 UPDATE**

Welcome to Millennium Park! The “Park” was created for the enjoyment of Chicago residents and visitors. While in the Park, please respect the rights of others by allowing open access to all areas of the park at all times.

These rules have been promulgated by the Commissioner of the City of Chicago’s Department of Cultural Affairs and Special Events (DCASE) pursuant to the Municipal Code of Chicago Chapter 10-36-140 (b), and may be enforced pursuant to Municipal Code of Chicago Chapter 10-36-140 (g). The Rules apply to activity within Millennium Park (Park), which is the 24.5-acre park bounded by Michigan Avenue, Randolph Street, Columbus Drive, and Monroe Street, as well as the BP Bridge that spans Columbus Drive and extending into Grant Park. **(NOTE:** The Nichols Bridgeway is owned and operated by the Art Institute of Chicago, any use of the Bridgeway is subject to the review and approval of the Art Institute of Chicago notwithstanding). Unless otherwise indicated, these Rules shall not apply to the streets that bound the Park, or the parking facilities located below the Park.

In addition to these Rules, all visitors of the Park are subject to all applicable federal, state, and local laws. The Rules of the Chicago Park District do not apply to the Park.

### **A. Park Hours**

The Park is open daily from 6 a.m. – 11 p.m. No person is permitted to be in the Park outside of these hours. The Great Lawn and Jay Pritzker Pavilion may be closed during hours when the Park is otherwise open.

### **B. Bicycles, Skateboards, Roller Skates and Rollerblades**

1. Riding bicycles, skateboards, roller skates, or rollerblades in the Park is prohibited.
2. Bicycle parking is only permitted in the McDonald’s Cycle Center and at bike racks located on the concrete pad on the east side of the Jay Pritzker Pavilion, along Michigan Avenue and along Upper Randolph Street.

### **C. Motorized Vehicles/Deliveries/Street Closure/Traffic**

1. The use of motorized vehicles by Park visitors, including *but not limited to*: cars, scooters, carts, Segways, drones, hover craft and mopeds (exception: ADA recognized mobility devices which do not pose a substantial risk of harm to Park exhibits, other guests and the user) is prohibited unless authorized by prior approval from management. If parking in the Park is approved by management, the individual making the request must obtain a parking permit from the Park Management Office at 201 E. Randolph Street. The parking permit must be displayed in the vehicle at all times while the vehicle is on Park property.
2. No deliveries are allowed on Michigan Avenue or Columbus Drive, and are restricted on Randolph Street and Monroe Street subject to #3 below.
3. Deliveries may be allowed on Randolph Street and Monroe Street, pursuant to Park hours. Deliveries must be coordinated through the Park management office, and may also be subject to DCASE review and approval. Please note that there is a designated bike lane along Upper East Randolph that limits loading, parking and waiting. The Chicago Police Department will ticket and tow accordingly.
4. Delivery recipient is responsible for providing traffic control for pedestrians during deliveries.
5. Drivers are responsible for any damage they cause to Park property.
6. Street closure permits must be obtained through the Chicago Department of Transportation (CDOT).

### **D. Using Fire and Barbecue Grills**

1. Lighting or using fires in the Park is prohibited unless otherwise permitted by prior approval of Park management.
2. Using barbecue grills in the Park is prohibited unless otherwise permitted by prior approval of Park management.

### **E. Animals**

Visitors are prohibited from bringing any animals into the Park other than service animals, as defined by Federal and State law.

### **F. Smoking**

Smoking is prohibited in the following locations in the Park:

1. The Jay Pritzker Pavilion seating area or on the Great Lawn;

2. Lurie Garden;
3. East and West Arcades at the Jay Pritzker Pavilion;
4. East and West Exelon Buildings;
5. McDonald's Cycle Center; and
6. Any tented areas in the Park.

#### **G. Alcoholic Beverages**

No alcoholic beverages shall be sold, brought within, given away, delivered, or consumed within the Park, except in the following circumstances:

1. Alcoholic beverages may be purchased and consumed in designated areas at restaurants or concession stands within the Park, which are licensed pursuant to all applicable City ordinances.
2. Alcoholic beverages may be consumed in the seating area and on the Great Lawn only during the performance of free public concerts in the Jay Pritzker Pavilion, as permitted by Park management.
3. Alcoholic beverages may be consumed or sold in designated areas during privately catered and City-sponsored events, as permitted by Park management and DCASE, pursuant to all applicable ordinances and regulations required for the consumption and sale of alcohol at these events.

#### **H. Landscaping/Park Property**

1. Park visitors may not in any way disturb or destroy the landscape, including plants, flowers, shrubs, or leaves. No person is allowed to place anything in the plant beds.
2. Visitors to the Lurie Garden must stay on the designated pathways that surround the flower beds. Visitors may not walk on the walls around the Garden or in the mulch pathways within the beds.
3. Affixing rope, signs, handbills or other materials to any trees, shrubs, other landscaping or Park property within the Park is prohibited.
4. Park patrons cannot cut, break or in any way injure, deface, destroy or alter any building, fence, monument, sculpture, bridge, sign, or other structure or property in Millennium Park.

#### **I. Littering and Recycling**

1. All trash must be deposited into the provided receptacles.

2. Recycling bins are located throughout the Park. Guests are encouraged to utilize them when disposing of trash.

**J. Glass at the Crown Fountain, Wrigley Square or Lurie Garden Seam**

Due to the unique nature of these water features, guests are not allowed to bring glass into the areas.

**K. Water Features**

1. Guests may enter the Crown Fountain and put their feet in the Lurie Garden Seam and Wrigley Square Fountain. No other water feature in the Park may be entered.
2. Visitors may not stand, walk or wade in the Lurie Garden Seam. Visitors are prohibited from floating items in the Lurie Garden Seam, and attempting to remove coins or other material from the water.
3. Irrigation pipes run throughout the Lurie Garden. Guests are prohibited from touching, moving or picking them up. Additionally, guests are prohibited from touching the green circular irrigation covers.

**L. Closed or Prohibited Areas**

Park visitors may not enter areas of the Park that are temporarily closed for safety reasons, construction, landscape and/or Great Lawn maintenance, or closed to the public for private events or otherwise.

**O. Rules for the Jay Pritzker Pavilion and Great Lawn**

Each year, the Jay Pritzker Pavilion is home to hundreds of free concerts, films, performances and open rehearsals. In order to ensure that these events are enjoyable for all attendees, please respect the following rules in the Pavilion and on the Great Lawn.

1. Smoking in the Jay Pritzker Pavilion seating area or on the Great Lawn is prohibited, per Section F above;
2. Guests may not engage in conduct that disrupts a performance or event. Disruptive guests will be asked to leave and will be escorted off the property;
3. Because of the special turf and irrigation system on the Great Lawn, the following activities are prohibited:
  - No tents, umbrellas, oversized blankets, helium balloons or staking of any kind are allowed on the Great Lawn; and
  - Oversized flags, signs or banners are not allowed during performances so as to allow for crowd flow and emergency access, if necessary.

4. Due to public safety concerns, concert attendees may not stand or dance in the aisles, unless permitted at the discretion of Park management. The concrete pad in the rear of the seating area is available for those who wish to dance;
5. Patrons may save no more than one (1) seat in the Pavilion, and are subject to release policies for open seating per program;
6. Video/audio taping of performances in the Park without prior, written permission of the performers is not allowed.

**P. Restricted Behavior**

1. Park visitors are prohibited from using obscene or abusive language against other Park visitors and Park management or City personnel.
2. Park visitors are prohibited from engaging in any obscene or indecent acts, including, but not limited to, disrobing in public and engaging in sexual acts.
3. Park visitors are prohibited from using the restroom facilities and water features for bathing or personal grooming.
4. Park visitors are prohibited from sleeping or napping in the Park.

**Q. Disruptive Conduct**

Any conduct that is not specifically noted by these Rules is prohibited in the Park if it interferes with, or disrupts another visitor's peaceful enjoyment of a performance or amenity in the Park, endangers public health or safety, may damage Park property, or is prohibited by applicable federal, state and local laws.

## EXHIBIT 8: CITY, DCASE AND VENUE RULES AND POLICIES

### I. SALES TAX EXEMPTION

The Sales Tax Exemption Form is used for all purchases made on behalf of the City of Chicago for Millennium Park. The exemption allows Contractor to purchase items for use at the Park void of sales tax.

When purchasing items such as tools and software, a copy of the letter referencing the City of Chicago's tax exemption status is forwarded to vendors. The letter includes the City's tax exemption identification number as well as a certificate from the Illinois Department of Revenue that vendors can use to claim the state exemption.

### II. MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data Sheets (MSDS) are used to comply with the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS), 29 CFR 1910.1200.

MSDS sheets are maintained by Millennium Park's janitorial contractor, by the on-site operating engineering staff, and by the management staff. MSDS sheets are available for review by all employees at three (3) locations within the facility. A copy of MSDS sheets pertinent to the operating engineering staff is maintained in the engineer's office. Another set of MSDS sheets pertinent to the janitorial staff is maintained in the janitorial office. A complete set is maintained in the management office.

MSDS sheets are available for review by employees during all shifts.

MSDS sheets are obtained each time a new product is delivered to the site and placed in the corresponding location.

For more information on MSDS or the OSHA Hazard Communication Standard, visit [www.osha.org](http://www.osha.org).

### III. RECYCLING PROGRAM

#### A. Program Goals

Cleaning and waste removal contractors, at a minimum, must follow Chicago's recycling program.

#### B. What to Recycle

Used glass, metal, plastic containers and paper/cardboard materials that have not been spoiled by food or liquids.

Clean Paper: newspaper; magazines; junk mail; cardboard; clean food boxes; gift boxes; phone books; catalogs; brown paper bags; and gift wrap.

#### C. Reporting and Tracking of Collections

Reports of recycling activity are to be provided monthly to the DFFM and DCASE.

#### D. Recycling Receptacles

City-provided containers are currently on-site in the Park. Service providers are encouraged to be more creative regarding suggested upgrades or alternative recycling containers.

**EXHIBIT 9: ENGINEERING SYSTEMS AND SERVICES**

**A. General Engineering Responsibilities**

- Carpentry
- Critical systems
- Develop and maintain Safety Manual
- Elevator maintenance
- Fire, life, safety system
- HVAC
- Key retention policy
- Plumbing
- Public Plumbing

**B. Facility Systems Requiring Repairs and Preventive Maintenance**

Air compressors	Plumbing
• Air handling units	• Pressure washer (1)
• Automatic transfer switches	• Reduced pressure zone
• Backflow assembly	• Roll up doors
• Cabinet unit heaters	• Roofs
• Diffusers	• Sprinkler system
• Drip drums in dry sprinkler	• Stage glass doors
• Exhaust fans	• UPS and power conditioner
• Eye wash stations	• Variable air volume controls (VAVs)
• Fire doors and dampers	• Water features (Crown Fountain, Wrigley Square, Lurie River)
• Fire extinguishers	• Water fountains
• Fire/life safety systems	• Water heaters
• Golf carts	• Water pumps
• Heat trace for plumbing	• Wheel chair/personal/piano lifts
• Lawn vacuums (“billygoats”)	
• Lifts (1 high lift, 2 man lifts)	
• Pedestrian doors	

**C. Emergency Generator and Critical Systems**

The Millennium Park emergency generator, located in the Millennium Park parking garage below the Park, is maintained and tested by LAZ Parking (as Independent Contractor for the City of Chicago). Millennium Park engineering staff must be present during the annual testing of the emergency generator, to include load test of critical systems and verification of the connection of critical systems to the generator or UPS.

The generator is a 480V/100A/3 phase to a 208v/120v transformers, which feeds Automatic Transfer Switch #1 and Automatic Switch #2.

Power is distributed from the generator to the following systems:

- Sprinkler monitoring panel
- Fire alarm monitoring panel (panel location F131)
- Emergency lighting dimmer rack (panel location F114)
- Emergency lighting panel aisle lighting (panel location F109)
- Emergency lighting panel (panel location F122)
- Emergency service panel (panel location F122)
- Air compressors
- Security system
- Heat Trace

The critical operations systems at Millennium Park include:

- Emergency generator (maintained by LAZ Parking)
- Emergency exit lighting
- Emergency lighting along seating in the Jay Pritzker Pavilion
- Fire alarm panel
- UPS systems for radios and amplifiers
- Power conditioners
- Cooling systems for rooms with critical equipment
- Heat trace systems
- Chilled water system (provided by Chicago Thermal)

#### **D. Additional Engineering Notes**



## EXHIBIT 10: DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD PARTIES

### Data Protection Requirements for Contractors, Vendors and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/is-and-it-policies.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html) ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 1, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-04 DCASE Rental Income

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for the source and amount for rental income listed in the 2019 budget. The attached may also be found on page 35 of the Mayor's Budget Recommendations: *Detail for Revenue Estimates for 2019*, under the line for Rental and Charges.

As always, please let me know if you have any further questions.

## Detail of Revenue Estimates for 2019 - Continued

### 0355 - Special Events and Municipal Hotel Operators' Occupation Tax Fund

#### Estimates at January 1, 2019

Current Assets	\$11,757,000
Current Liabilities	6,815,000
<b>Prior Year Available Resources</b>	<b>\$4,942,000</b>

#### Estimated Revenue for 2019

Other Revenue	\$8,100,000
Hotel Operators' Occupation Tax	25,910,000
Recreation Fees and Charges	11,900,000
Rental and Charges	2,400,000
<b>Total appropriable revenue</b>	<b>48,310,000</b>
<b>Total appropriable for charges and expenditures (exclusive of liabilities at January 1, 2019)</b>	<b>\$53,252,000</b>

### 0383 - Motor Fuel Tax Debt Service Fund

#### Estimates at January 1, 2019

Current Assets	\$16,343,000
Current Liabilities	16,343,000
<b>Prior Year Available Resources</b>	<b>\$0</b>

#### Estimated Revenue for 2019

Other Revenue	\$3,970,000
Distributive Share of State Motor Fuel Tax	14,466,000
<b>Total appropriable revenue</b>	<b>18,436,000</b>
<b>Total appropriable for charges and expenditures</b>	<b>\$18,436,000</b>

### 0510 - Bond Redemption and Interest Series Fund

#### Estimates at January 1, 2019

Current Assets	\$835,938,000
Current Liabilities	835,938,000
<b>Prior Year Available Resources</b>	<b>\$0</b>

#### Estimated Revenue for 2019

Transfers In	\$16,000,000
Other Revenue	194,155,000
Property Tax Levy (Net Abatement)	426,998,000
<b>Total appropriable revenue</b>	<b>637,153,000</b>
<b>Total appropriable for charges and expenditures</b>	<b>\$637,153,000</b>



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 1, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-05 MB Real Estate contract for management of Millennium Park

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for the MB Real Estate contract.

The MB Real Estate contract is located with response 23-03 for your review.

As always, please let me know if you have any further questions.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 1, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-06 Listing of Grants and Sponsorship Dollars

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Burke asked for a list of all awarded grants and all sponsorship dollars by source for 2017 and 2018.

Attached, please find awarded grants and sponsorship dollars for 2017 and 2018 YTD.

As always, please let me know if you have any further questions.

**Grant Detail**  
**Grants by Program Category, Department, and Grant - Continued**

	2017 Grant	2018 Anticipated Grant	Carryover	2018 Total
<b>City Development</b>				
<b>023 - Department of Cultural Affairs and Special Events</b>				
2865:0Z12:Art Works	\$35,000		\$35,000	\$35,000
2865:0J81:Art Works	50,000			50,000
2855:0P72:Chicago Cultural Center Exhibition	49,000	250,000		250,000
2864:0P72:Chicago Cultural Center Foundation	136,000		136,000	136,000
2862:0P72:Chicago Cultural Center Renovation / Restoration	50,000			50,000
2859:0P73:Chicago Cultural Plan	200,000	250,000	64,000	314,000
2851:0P72:Cultural Fund		50,000		50,000
2858:0P72:Development / Artists Residency Project	30,000			30,000
2829:0Z16:Farmers Markets		240,000		240,000
2829:0J67:Farmers Markets	95,000			95,000
2870:0P73:Fifth Star Awards				25,000
2839:0J75:IAC - Community Arts Access Program	139,000	145,000		145,000
2838:0J92:IAC - Partners in Excellence	47,000	47,000		47,000
2849:0Z15:Millennium Park Family Fun	150,000	150,000		150,000
2849:0P72:Millennium Park Family Fun	125,000	125,000		125,000
2863:0P72:Public Art Endowment	610,000		300,000	300,000
2848:0P72:Summerdance and World Music Festival	25,000	25,000		25,000
<b>Total - 023 - Department of Cultural Affairs and Special Events</b>	<b>\$1,741,000</b>	<b>\$1,307,000</b>	<b>\$535,000</b>	<b>\$1,842,000</b>





DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 1, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-07 Quarterly Report for Grants

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The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for the last quarterly report provided to City Council for grant spending.

Attached. please find the Quarterly Report for Grants.

As always, please let me know if you have any further questions.

Fed Aid / Project - Description	Cost Center Parent	Start Date	End Date	Fed Agency Name	Fund	Total Budget (PJTD)	Total Encumbered (PJTD)	Total Expended (PJTD)	Total Funds Available (PJTD)
2018 IAC COMMUNITY ARTS ACCESS PROGRAM	P232005	2/1/2018	8/30/2018	IL ARTS COUNCIL/NEA	0Z30	\$ 34,663.00	\$ -	\$ 32,500.00	\$ 2,163.00
ART WORKS	P232005	6/1/2016	8/11/2017	NATIONAL ENDOWMENT FOR THE ART	0J81	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -
CAPACITY BULDING USING DATA	P232859	1/28/2014	9/30/2017	THE CHICAGO COMMUNITY TRUST	0P73	\$ 92,000.00	\$ -	\$ 92,000.00	\$ -
CCC EXHIBITION:CHICAGO ART AND DESIGN, 1871-2000	P232005	1/1/2015	7/14/2017	TERRA FOUNDATION FOR AMERICAN	0P72	\$ 48,185.00	\$ -	\$ 48,185.00	\$ -
CHICAGO CULTURAL CENTER EXHIBITION-KJM MURAL	P232005	9/1/2017	3/31/2018	MURALS OF ACCEPTANCE	0P72	\$ 187,000.00	\$ 54.21	\$ 186,945.79	\$ -
CHICAGO CULTURAL CENTER-AFRICAN AMERICAN DESIGNERS IN CHICAGO	P232005	8/1/2017	3/29/2018	TERRA FOUNDATION	0P72	\$ 125,000.00	\$ 7,706.00	\$ 50,858.84	\$ 66,435.16
CHICAGO CULTURAL PLAN - CLARKE HOUSE	P232005	6/1/2016	6/30/2017	NSCDA	0P73	\$ 2,500.00	\$ -	\$ 2,500.00	\$ -
CHICAGO CULTURAL PLAN - MLK BREAKFAST	P232005	12/22/2016	11/30/2017	VARIOUS	0P73	\$ 50,000.00	\$ -	\$ 45,000.00	\$ 5,000.00
CHICAGO CULTURAL PLAN - ONEDGE 2 (COURT/GARDEN)	P232005	4/28/2016	4/30/2017	NEW ENGLAND FOUND. FOR THE ART	0P73	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
CHICAGO CULTURAL PLAN - PUBLIC ART PLAN	P232005	7/15/2016	12/3/2017	ALLSTATE INSURANCE COMPANY	0P73	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
CHICAGO CULTURAL PLAN - SPINOFF (SKINS)	P232005	4/28/2016	2/11/2018	NEW ENGLAND FOUND. / ARTS	0P73	\$ 6,500.00	\$ -	\$ -	\$ 6,500.00
CHICAGO CULTURAL PLAN - SPINOFF 2 - NPN	P232005	10/25/2016	3/31/2017	NATIONAL PERFORMANCE NETWORK	0P73	\$ 5,000.00	\$ -	\$ 5,000.00	\$ -
CHICAGO CULTURAL PLAN - WORLD MUSIC FESTIVAL	P232005	8/17/2017	10/31/2017	MID ATLANTIC ARTS FOUNDATION	0J81	\$ 4,800.00	\$ -	\$ 4,800.00	\$ -
CHICAGO CULTURAL PLAN - WORLD MUSIC FESTIVAL 2	P232005	4/1/2017	3/31/2018	QUEBEC GOVERNMENT OFC CHGO.	0P73	\$ 750.00	\$ -	\$ 750.00	\$ -
CHICAGO CULTURAL PLAN - WORLD MUSIC FESTIVAL 2017	P232005	1/1/2017	12/31/2017	NATIONAL MUSEUM OF MEXICAN ART	0P73	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -
CHICAGO CULTURAL PLAN-CAPITAL IMPROVEMENT	P232005	10/1/2017	6/30/2018	MILLENNIUM PARK FOUNDATION	0P73	\$ 12,000.00	\$ -	\$ 12,000.00	\$ -
CHICAGO CULTURAL PLAN-CHICAGO INTERNATIONAL PUPPET FESTIVAL	P232005	1/1/2017	3/31/2017	QUEBEC GOVERNMENT OFFICE	0P73	\$ 500.00	\$ -	\$ 500.00	\$ -
CHICAGO CULTURAL PLAN-CLARKE HOUSE	P232005	6/1/2017	5/31/2018	NAT'L SOC OF THE COLONIAL DAME	0P73	\$ 2,500.00	\$ -	\$ 854.21	\$ 1,645.79
CHICAGO CULTURAL PLAN-HEAD FAMILY FOUNDATION	P232005	12/19/2017	12/31/2018	THE HEAD FOUNDATION	0P73	\$ 1,000.00	\$ -	\$ 255.00	\$ 745.00
CHICAGO CULTURAL PLAN-PERFORMING ARTS 1	P232005	1/4/2017	10/31/2018	NEW ENGLAND FOUND. FOR THE ART	0P73	\$ 7,500.00	\$ -	\$ -	\$ 7,500.00
CHICAGO CULTURAL PLAN-PUBLIC ART SYMPOSIUM	P232005	7/16/2016	12/30/2017	TERRA FOUNDATION FOR AMER	0P73	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
CULTURAL CENTER FOUNDATION (UNRESTRICTED)GRANT	P232015	3/15/2013	12/31/2018	CHICAGO CULTURAL FOUNDATION	0P72	\$ 145,429.17	\$ -	\$ 10,000.00	\$ 135,429.17
DEVELOPMENT/ARTIST RESIDENCY PROJECT	P232005	12/4/2015	12/31/2017	THE JOYCE FOUNDATION	0P72	\$ 50,000.00	\$ -	\$ 50,000.00	\$ -
FARMERS MARKET	P232829	9/30/2014	1/29/2017	USDA	0J67	\$ 88,908.00	\$ -	\$ 88,908.00	\$ -
FIFTH STAR AWARDS	P232005	7/1/2016	1/31/2017	ALLSTATE INSURANCE COMPANY	0P73	\$ 125,000.00	\$ -	\$ 125,000.00	\$ -
FIFTH STAR AWARDS 3	P232005	9/1/2016	3/31/2017	EXELON	0P73	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
IAC-COMMUNITY ARTS ACCESS PROGRAM	P232005	12/5/2016	8/31/2017	ILLINOIS ARTS COUNTIL	0J75	\$ 175,313.00	\$ -	\$ 175,313.00	\$ -
IAC-COMMUNITY ARTS ACCESS PROGRAM	P232005	2/1/2018	8/30/2018	NEA, ILLINOIS ARTS COUNCIL	0J75	\$ 138,650.00	\$ 8,500.00	\$ 129,313.00	\$ 837.00
MILLENNIUM PARK WORKOUTS	P232005	1/1/2016	3/31/2017	MILINNIUM PK FOUNDATION	0P72	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -
MILLENNIUM PARK WORKOUTS	P232005	4/1/2018	1/31/2019	MILLENNIUM PARK FOUNDATION/MCD	0P72	\$ 125,000.00	\$ 7,875.00	\$ 27,750.00	\$ 89,375.00
MILLENNIUM PARK WORKOUTS 2017	P232005	1/1/2017	3/31/2018	MILLENNIUM PARK FOUNDATION	0P72	\$ 125,000.00	\$ -	\$ 124,999.99	\$ 0.01
NEA OUR TOWN MAXWELL STREET	P232005	8/1/2018	8/31/2020	NATL ENDOWMENT FOR THE ARTS	0Z59	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
ONE CHICAGO FUND:CHICAGO CULTURAL CENTER RESTORATION/RENOVATION	P232015	3/1/2013	12/31/2017	ONE CHICAGO FUND	0P72	\$ 250,000.00	\$ -	\$ 50,000.00	\$ 200,000.00
PUBLIC ART ENDOWMENT	P232015	5/10/2013	12/31/2018	PUBLIC ART ENDOWMENT	0P72	\$ 609,129.47	\$ 22,844.00	\$ 569,042.69	\$ 17,242.78
SUMMERDANCE & WORLD MUSIC FESTIVAL	P232005	3/1/2018	12/31/2018	CHICAGO PARK DISTRICT	0P72	\$ 25,000.00	\$ -	\$ 20,900.00	\$ 4,100.00
SUMMERDANCE AND WMF - 2017	P232005	5/1/2017	12/31/2017	CHICAGO PARK DISTRICT	0P72	\$ 25,000.00	\$ -	\$ 25,000.00	\$ -
SUMMERDANCE AND WORLD MUSIC FESTIVAL:CHICAGO PK DISTRICT	P232015	5/8/2013	2/17/2017	CHICAGO PARK DISTRICT	0P72	\$ 250,000.00	\$ -	\$ 88,050.00	\$ 161,950.00
VISUAL ARTS PROGRAMMING-NORMAN LEWIS EXHIBITION	P232005	5/1/2016	2/28/2017	TERRA FOUND. OF AMER. ART	0P72	\$ 100,000.00	\$ -	\$ 100,000.00	\$ -
						\$ 3,147,327.64	\$ 46,979.21	\$ 2,351,425.52	\$ 748,922.91



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 2, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-08 Advisory Board

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Chairman Burke asked for member names on the Cultural Advisory Council. The current members are:

Carol L. Adams	Theaster Gates, Jr.	Jane M. Saks
Jeff Alexander	Marj Halperin, Vice Chair	Michael Patrick Thornton
Homer Hans Bryant	Carlos Hernandez-Falcon	Howard A. Tullman
Antonia Contro	Mary Ittelson	Amanda Williams
Kevin Coval	Ra Joy	David Woolwine
Nora Daley Conroy, Chair	Eileen LaCario	Ernest C. Wong
Barak adé Soleil	Shirley R. Madigan	Chay Yew
Graham Elliot	Maria Pinto	Angel Ysaguirre
Jeanne Gang	Heather Ireland Robinson	

As always, please let me know if you have any further questions.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 023-09 Taste of Chicago Profit vs Loss

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Moore asked for the Taste of Chicago Profit and Loss for 2013-2018.

Attached, please find the 2013-18 Taste of Chicago Profit and Loss.

As always, please let me know if you have any further questions.

## Taste of Chicago

Revenue								
Category	2013	2014	2015	2016	2017	2018 (YTD)*	\$ change	% change
Food and Beverage Sales	\$ 5,700,319	\$ 3,887,833	\$ 5,801,827	\$ 5,272,699	\$ 6,099,792	\$ 5,801,544	\$ (298,248)	-4.9%
Entertainment Ticket Sales	\$ 368,000	\$ 220,351	\$ 400,110	\$ 421,706	\$ 334,909	\$ 336,780	\$ 1,871	0.6%
Sponsorship	\$ 922,362	\$ 1,215,329	\$ 969,361	\$ 778,438	\$ 724,232	\$ 800,000	\$ 75,768	10.5%
Other	\$ 24,928	\$ 19,365	\$ 19,476	\$ 20,689	\$ 20,893	\$ 84,104	\$ 63,210	302.5%
Application Fees	\$ 105,000	\$ 121,500	\$ 115,200	\$ 114,700	\$ 110,100	\$ 122,268	\$ 12,168	11.1%
<b>Total</b>	<b>\$ 7,120,609</b>	<b>\$ 5,464,378</b>	<b>\$ 7,305,974</b>	<b>\$ 6,608,232</b>	<b>\$ 7,289,927</b>	<b>\$ 7,144,696</b>	<b>\$ (145,231)</b>	<b>-2.0%</b>
Expenses								
Category	2013	2014	2015	2016	2017	2018 (YTD)*	\$ change	% change
Administration	\$ 1,099,690	\$ 908,914	\$ 1,072,896	\$ 1,136,286	\$ 1,230,415	\$ 1,265,000	\$ 34,585	3.2%
Marketing	\$ 32,839	\$ 48,870	\$ 41,869	\$ 58,848	\$ 58,632	\$ 74,525	\$ 15,893	38.0%
Operations	\$ 1,664,560	\$ 1,683,032	\$ 1,874,102	\$ 1,966,608	\$ 2,177,904	\$ 2,335,896	\$ 157,992	8.4%
Talent	\$ 600,920	\$ 637,300	\$ 644,963	\$ 615,700	\$ 686,350	\$ 677,450	\$ (8,900)	-1.4%
Redemption/Taxes	\$ 2,607,074	\$ 1,659,223	\$ 2,547,079	\$ 2,226,991	\$ 2,512,217	\$ 2,413,593	\$ (98,624)	-3.9%
City Services*	\$ 843,320	\$ 852,305	\$ 804,859	\$ 794,078	\$ 881,478	\$ 1,020,234	\$ 138,757	17.2%
<b>Total</b>	<b>\$ 6,848,403</b>	<b>\$ 5,789,644</b>	<b>\$ 6,985,767</b>	<b>\$ 6,798,510</b>	<b>\$ 7,546,995</b>	<b>\$ 7,786,698</b>	<b>\$ 239,704</b>	<b>3.4%</b>
<b>Profit/Loss</b>	<b>\$ 272,206</b>	<b>\$ (325,266)</b>	<b>\$ 320,206</b>	<b>\$ (190,278)</b>	<b>\$ (257,068)</b>	<b>\$ (642,003)</b>		
* 2018 expenses and revenues are year to date, This numbers will change at end of the budget fiscal year								
** Expenses include City Services costs. Actual budgets/costs would need to be obtained from each of the following departments: Police Dept, 2FM, Fire Dept, Dept of Public Health, Streets and Sanitation, OEMC, and CDOT								



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-10 – Top Grossing Festivals

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Moore asked us to provide him operating budgets and revenues for DCASE's top three grossing festivals.

Attached, please find the operating budgets and revenues for DCASE's top three grossing festivals.

As always, please let me know if you have any further questions.

<b>Top Grossing Festivals 2018 - YTD*</b>			
	<b>Air and Water</b>	<b>Blues</b>	<b>Taste of Chicago</b>
<b>Expense</b>			
Operation	\$ 443,989	\$ 471,295	\$ 6,089,014
Programming	\$ 55,000	\$ 275,784	\$ 677,450
City Service**	\$ 91,566	\$ 31,359	\$ 1,020,234
<b>Total</b>	<b>\$ 590,555</b>	<b>\$ 778,438</b>	<b>\$ 7,786,698</b>
<b>Revenue</b>			
Sponsorship	\$ 532,100	\$ 136,000	\$ 800,000
Vendor Fees	\$ -	\$ 3,600	\$ 122,268
Food and Beverage***	\$ -	\$ 10,000	\$ 5,801,544
Other		\$ 20,000	\$ 420,884
<b>Total</b>	<b>\$ 532,100</b>	<b>\$ 169,600</b>	<b>\$ 7,144,696</b>
* 2018 expenses and revenues are year to date, This numbers will change at end of the budget fiscal year			
**Expenses include City Services costs. Actual budgets/costs would need to be obtained from each of the following departments: Police Dept., 2FM, Fire Dept., Dept. of Public Health, Streets and Sanitation, OEMC, and CDOT			
*** Awaiting concession revenue for Park Grill			



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 2, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-11 Director Positions – Ethnicity and Gender

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2018 budget.

Alderman Moore asked for the ethnic and gender breakdown of DCASE's director positions. Please find the ethnic and gender breakdown of DCASE's director positions in the chart below.

Department Managers Ethnicity and Gender				
	Male	Female	Total	%
Asian	1	1	2	7%
Black	1	5	6	22%
Hispanic	0	2	2	7%
White	8	8	16	59%
Other	0	1	1	4%
Total	10 / 37%	17 / 63%	27	100%

As always, please let me know if you have any further questions.





DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-12 Major Festivals – Profit v Loss

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Lopez asked us to provide him the 2017 detailed profit and loss accounts related to the Blues Fest, Taste of Chicago, Gospel Fest, Jazz Fest and the Air & Water Show.

Please find the requested profit and loss accounts on the attachment.

As always, please let me know if you have any further questions.

## 2017 Festival Analysis

	Air and Water	Blues	Gospel	Jazz	Taste of Chicago
<b>Expense</b>					
Operation	\$ 643,367	\$ 665,888	\$ 103,614	\$ 286,164	\$ 5,979,167
Programming	\$ 98,822	\$ 351,742	\$ 120,554	\$ 462,411	\$ 686,350
City Service*	\$ 316,299	\$ 130,541	\$ 5,353	\$ 13,527	\$ 881,478
<b>Total</b>	<b>\$ 1,058,488</b>	<b>\$ 1,148,171</b>	<b>\$ 229,521</b>	<b>\$ 762,102</b>	<b>\$ 7,546,995</b>

\*DCASE records costs for overtime. For a full expenditure report of straight time, materials and supplies please contact OBM.

<b>Revenue</b>					
Sponsorship	\$ 532,100	\$ 141,500	\$ 8,000	\$ 83,500	\$ 724,232
Vendor Fees	\$ -	\$ 3,600	\$ -	\$ 6,450	\$ 110,100
Food and Beverage	\$ -	\$ 210,387	\$ -	\$ -	\$ 6,099,792
Other	\$ -	\$ 20,000	\$ -	\$ -	\$ 355,803
<b>Total</b>	<b>\$ 532,100</b>	<b>\$ 375,487</b>	<b>\$ 8,000</b>	<b>\$ 89,950</b>	<b>\$ 7,289,927</b>



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-13 Taste of Chicago – Economic Impact

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Thompson asked us to provide a report that shows the economic impact the Taste of Chicago has on the local economy.

Attached, please find the most recent Taste of Chicago economic impact report.

As always, please let me know if you have any further questions.



DRAFT  
FOR DISCUSSION  
PURPOSES ONLY

**Market Research for City Festivals**  
Specification No. 110845

**2016 Taste of Chicago**  
**Intercept Survey Summary Report**  
**Economic Impact**

presented by:

presented to:



July 25, 2016

# 2016 Taste of Chicago

## Project Overview



Custom Intercept Solutions (CIS) conducted intercept surveys of 2016 Taste of Chicago attendees in Grant Park from Thursday, July 7<sup>th</sup> through Sunday, July 10<sup>th</sup>. A target of 300 completed surveys was set by project representatives prior to the event. Over the course of the four-day initiative, CIS surveyors collected a total of 348 surveys of Taste of Chicago attendees.

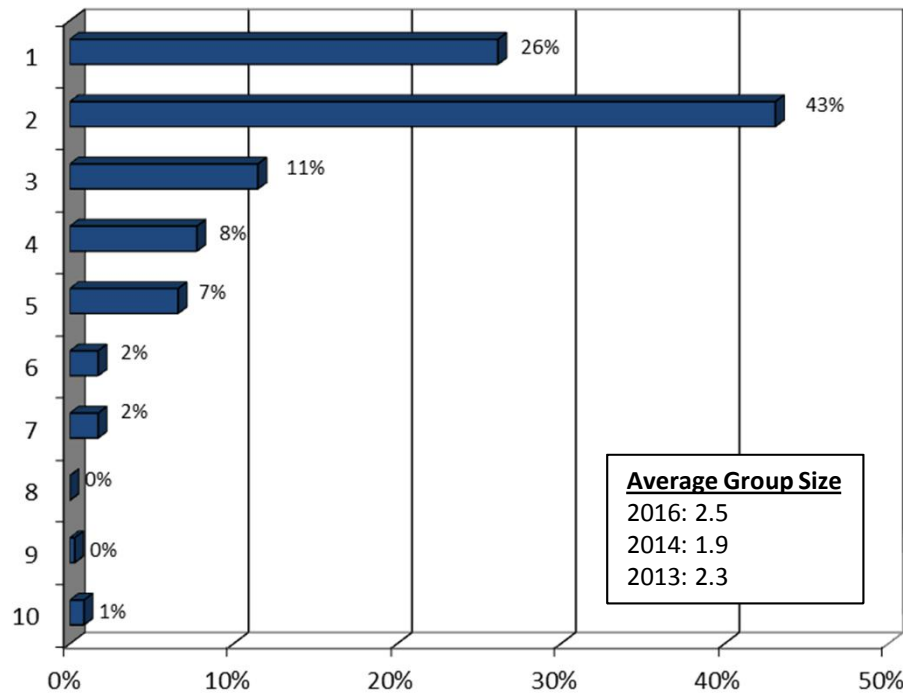
Survey data was captured by a team of seven surveyors utilizing Apple iPad devices. The survey instrument consisted of approximately 40 questions covering a variety of topics including but not limited to attendance influencers, customer satisfaction, spending and demographics.

The following slides provide a summary impact analysis summarizing the economic and fiscal impacts of the event as well as job creation and other related metrics.

# 2016 Taste of Chicago

## Personal Travel Party Size

**Question: Please indicate the number of people in your PERSONAL travel party including yourself, that is, the number of people you are personally responsible for/will be sharing expenses with:**



For purposes of determining economic impact, it is critical to capture accurate PERSONAL group size information. Earlier in the survey, respondents indicated how many people (adults and children) they were attending the event with. It is necessary, however, to delve deeper to provide the exact number of people the ensuing spending questions account for. This is important because the amount of people covered by spending levels is often a subset of the entire group size.

The average personal travel party size for 2016 respondents was calculated as approximately 2.5 people (compared to 1.9 in '14 and 2.3 in '13).

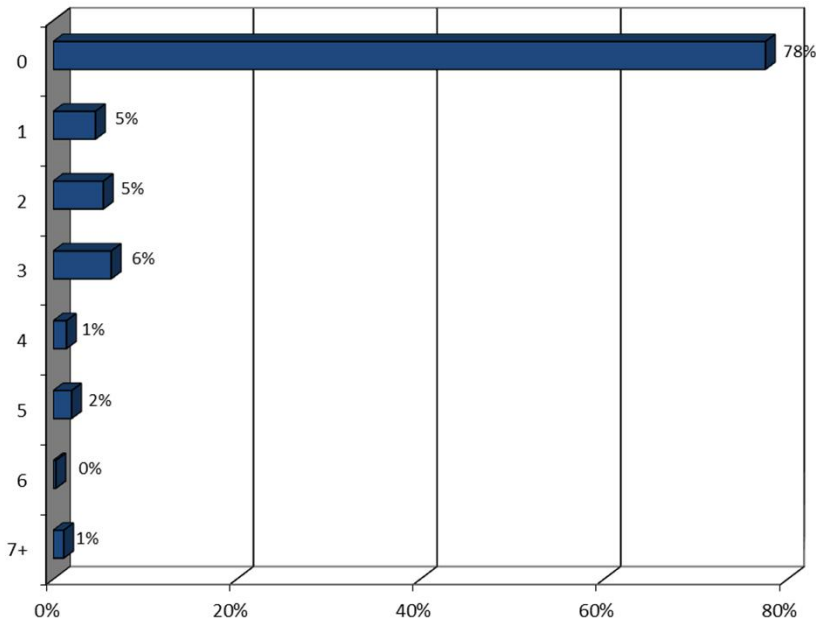
n =  
2016 = 348  
2014 = 329  
2013 = 451



# 2016 Taste of Chicago

## Overnight Stays

**Question: How many nights are you staying away from home in downtown Chicago during your visit for the 2016 Taste of Chicago?\***



This year, approximately 22% of all respondents indicated they would be staying away from home in Chicago during their visit for the event. Of those that were staying overnight, the average length of stay was approximately 3.2 nights – compared to 3.5 in '14 and 3.2 in '13.

n =

2016 = 348

2014 = 329

2013 = 451

\*Values in the chart represent the percentage of total survey respondents that indicated each length of stay.

The table below presents the percentage of each geographic respondent group that stayed overnight in Chicago:

	2016	2014	2013
Chicago resident	3%	5%	2%
Suburban resident	6%	6%	4%
IL resident	11%	6%	18%
US outside IL	72%	58%	48%
International	86%	89%	68%

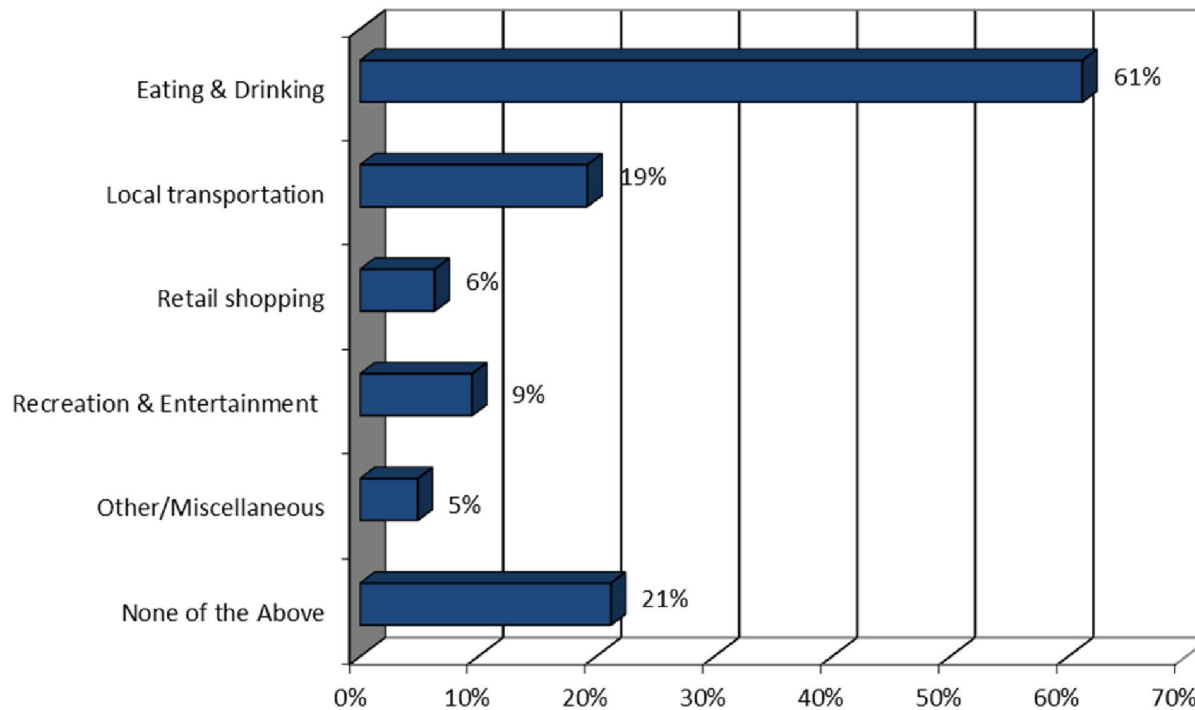
Approximately 64% of respondents that indicated they were staying overnight had hotel accommodations (representing approximately 14% of all survey respondents). This compares to 61% in 2014 and 52% in 2013. The majority of remaining overnight respondents indicated they were staying with *Friends/Family*.

The average number of hotel rooms utilized by each overnight travel party was approximately 1.6, compared to 1.6 in 2014 and 1.9 in 2013.

# 2016 Taste of Chicago

## Trip Spending Categories

**Question: Thinking about the rest of your trip, within which of the following spending categories will/has your PERSONAL travel party incurred expenses while in Chicago OUTSIDE of the Taste of Chicago?**



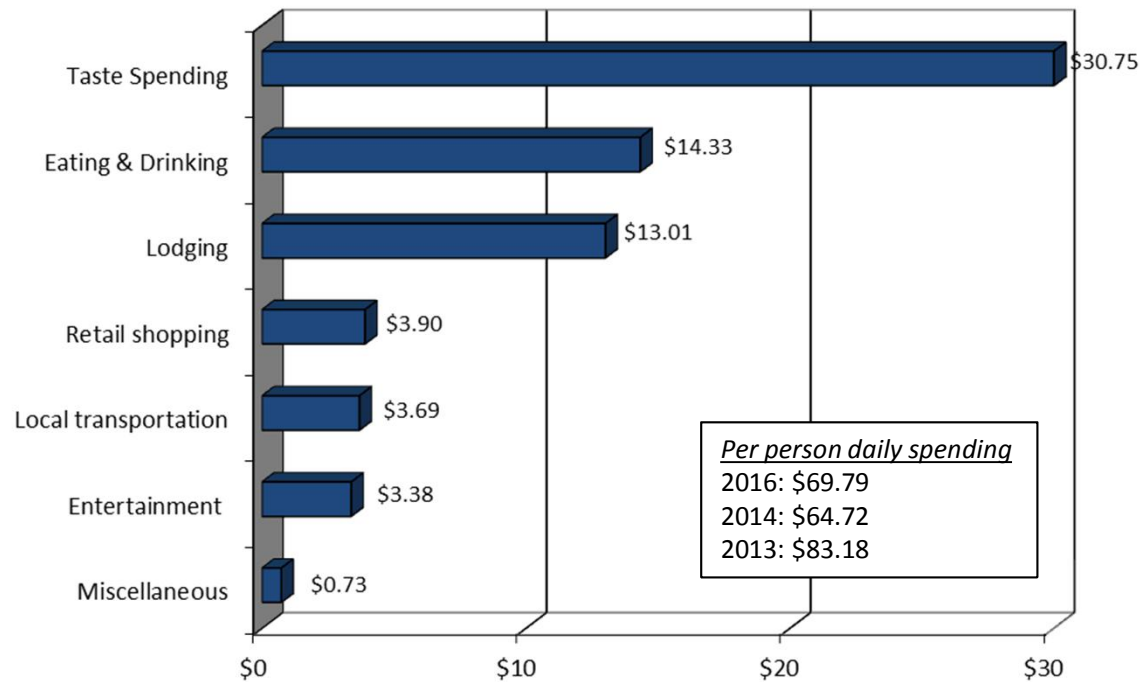
This year, nearly 80% of all survey respondents indicated that they would spend money in Chicago (outside of the Taste of Chicago) during their trip – compared to 81% in 2014 and 90% in 2013.



# 2016 Taste of Chicago

## Category Spending

**Question: Please indicate your personal travel party's average DAILY spend within each of the following categories while in the Chicago area during this trip:**



Based on the spending data provided by event attendees, the total average per person daily spending was approximately \$69.79.

It should be noted that these spending figures were calculated in the aggregate and do not account for displaced spending (*spending that would likely have occurred in Chicago regardless of the event*). These considerations are made in the economic impact summary to follow.

# 2016 Taste of Chicago

## Economic Impact Analysis Overview



Hosting a major event such as the Taste of Chicago can provide significant benefits to a destination. Typically, and for the purposes of this summary, quantifiable effects are characterized in terms of economic impacts and fiscal impacts.

### ***Economic Impacts***

Economic impacts are conveyed through measures of direct spending, total output, personal earnings and employment – each of these measures is defined below.

Direct Spending – represents local spending generated by the event and includes lodging, food and beverage, entertainment, retail, transportation and other miscellaneous spending which occurs within Chicago due\* to the event.

Total Output – represents the total direct, indirect and induced spending effects generated by the event. Total output is a function of direct spending and market-specific multipliers.

Personal Earnings – represent the wages and salaries earned by employees of businesses impacted by the event.

Employment – is expressed in terms of full- and part-time positions supported by the event.

*\*Spending that is likely to have occurred in Chicago regardless of the Taste of Chicago is defined as displaced spending. For purposes of this economic impact analysis, only non-displaced 'new' spending which can be directly attributed to the surveyed event is considered.*

# 2016 Taste of Chicago

## Economic Impact Analysis Overview



### ***Multiplier Effects***

Quantifying the total economic impact (total output) associated with the 2016 Taste of Chicago requires accounting for not only the original direct spending in the market generated by the event but also the re-spending of these dollars throughout the local economy. The total impact is estimated by applying an economic multiplier to initial direct spending to account for the total economic impact. The total output multiplier is used to estimate the aggregate total spending that takes place beginning with the direct spending and continuing through each successive round of re-spending. Economic multipliers are specific to each market. The multiplier estimates used in this analysis are based on the IMPLAN system, which is currently used by hundreds of universities and government entities throughout the country. For purposes of this analysis, multipliers specific to Cook County have been utilized.

### ***Fiscal Impacts***

In addition to the economic impacts generated throughout the area by the event, the public sector also benefits from increased tax revenues. In preparing estimates of fiscal impacts, total tax revenues attributable to the direct spending generated by the event were estimated. The sources of tax revenue focused on in this analysis are as follows:

Sales tax – assessed at a total rate of 10.25% (1.25% going to the City)

Hotel tax – assessed at a total rate of 16.4% (5.6% going to the City)

Restaurant tax – assessed at a total rate of 1.25% (0.25% going to the City)

*\*for purposes of the analysis to follow, only tax revenues collected by the City of Chicago are accounted for*

Additional City taxes may apply, but have not been quantified in this analysis.

# 2016 Taste of Chicago

## Methodology and Results

Surveys were specifically designed to capture the required data necessary to perform an economic impact analysis of this kind. The survey questions were used to determine the respondent's residential status, reason for visiting Chicago, length of stay, size of party, localized spending in specific categories and other related information. Specific assumptions made to reduce overstating of results include:

- Spending by local residents was completely disqualified from the analysis as this is largely displaced spending and thus does not represent new money to the economy.
- Similarly, spending by non-local residents that indicated that the Taste of Chicago was NOT their primary reason for visiting Chicago was also entirely disqualified.

Based on the data collected, key statistics of the survey population include:

- Approximately 52% of event attendees were from outside of Chicago (*vs. 43% in '14 and 59% in '13*).
- Of these non-local residents, approximately 41% stayed in Chicago overnight (*vs. 22% in '14 and 27% in '13*).
- Approximately 78% of non-local respondents indicated that the Taste of Chicago was their primary reason for visiting Chicago (*vs. 70% in '14 and 74% in '13*).
- For purposes of calculating new (non-displaced) economic impact, the average daily spending for each non-local visitor was approximately \$44 (*vs. \$35 in '14 and \$46 in '13*).

# 2016 Taste of Chicago

## Methodology and Results

The economic and fiscal impacts attributable to the 2016 Taste of Chicago based on the assumptions outlined herein are summarized below:

Attendance	
Total Attendance	1,400,000

Economic Impacts	
New Direct Spending	\$65,600,000
Total Output	\$105,566,000
Total Employment	1,036
Total Earnings	\$38,812,000

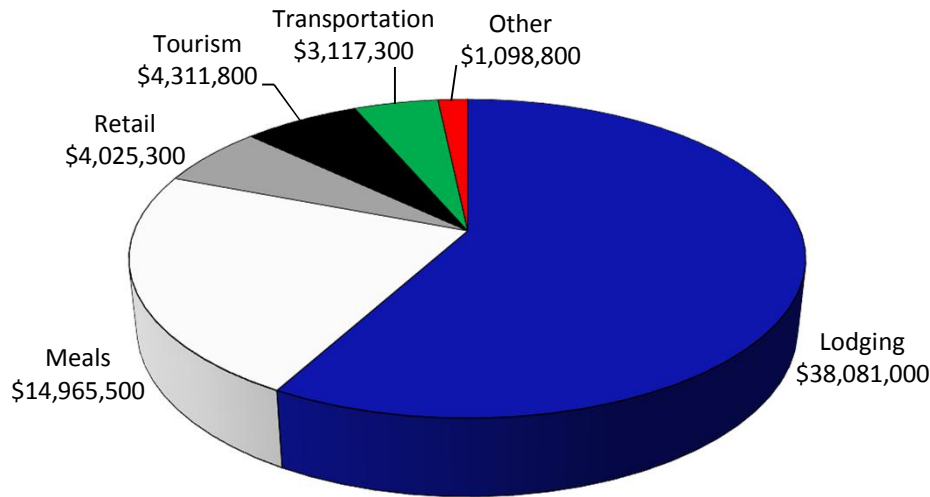
  

Fiscal Impacts (to the City of Chicago)	
Annual Sales Tax Revenue	\$862,900
Annual Hotel Tax Revenue	\$1,919,300
Annual Restaurant Tax Revenue	\$24,300
<b>TOTAL ANNUAL TAX REVENUE</b>	<b>\$2,806,500</b>

As shown above, new direct spending occurring in Chicago attributable to the 2016 Taste of Chicago is estimated at approximately \$65.6 million. Total output, which takes into consideration all direct, indirect and induced spending, is calculated as approximately \$105.6 million. An estimate of full- and part-time jobs supported by the increased economic activity generated by the Taste of Chicago is approximately 1,036. Total earnings, which represents wages and salaries earned by employees of businesses associated with or impacted by the Taste of Chicago is approximately \$38.8 million. Total fiscal impacts, representing the value of taxes collected by the City of Chicago due to economic activity generated by the Taste of Chicago is estimated at approximately \$2.8 million.

# 2016 Taste of Chicago Summary Chart

## New Direct Spending Detail



The pie chart above presents the new (non-displaced) direct spending attributable to the 2016 Taste of Chicago by spending category. Cumulatively, the total new direct spending generated by the Festival was approximately \$65.6 million.

## Regional Fiscal Impact

	Chicago	Cook County <sup>(1)</sup>	Illinois <sup>(2)</sup>
Est. Annual Revenue	<b>\$2,806,500</b>	\$1,208,000	\$6,439,400

<sup>(1)</sup> Includes 1.75% sales tax

<sup>(2)</sup> Includes 6.25% sales tax + 6.2% hotel tax

The table to the left presents the estimated total tax collections of the City of Chicago, Cook County and State of Illinois based on spending generated by the 2016 Taste of Chicago .



# 2016 Taste of Chicago

## Economic Impact Review

### Yearly Comparison

Attendance	2016	2014	2013
Total Attendance	1,400,000	1,100,000	1,500,000
Economic Impacts			
New Direct Spending	\$65,600,000	\$27,446,000	\$66,239,000
Total Output	\$105,566,000	\$44,299,000	\$106,345,000
Total Employment	1,036	463	1,122
Total Earnings	\$38,812,000	\$16,186,000	\$39,530,000
Fiscal Impacts (to the City of Chicago)			
Annual Sales Tax Revenue	\$862,900	\$361,400	\$870,500
Annual Hotel Tax Revenue	\$1,919,300	\$603,600	\$1,453,300
Annual Restaurant Tax Revenue	\$24,300	\$16,600	\$26,400
<b>TOTAL ANNUAL TAX REVENUE</b>	<b>\$2,806,500</b>	<b>\$981,600</b>	<b>\$2,350,200</b>

As shown in the comparison chart, the economic and fiscal impacts generated by the 2016 Taste of Chicago were in line with results seen in 2013. However, this year's results were significantly higher across the board as compared to 2014 (the last year that economic impacts were calculated as part of this program). That year there were several compounding factors that materially affected results.

Most significantly was the cancellation of the event on Saturday, July 12, 2014, due to inclement weather. The cancellation of what is typically the most attended day of the event (particularly for out-of-town visitors) adversely impacted the collected data as it relates to prior year results in several significant ways, including fewer out-of-town visitors as well as lower attendance, stay length and spending levels.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-14 Festival Sponsorship

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2019 budget.

Alderman Thompson asked us to share how much DCASE raises in sponsorship on an annual basis.

Total 2018 (YTD) sponsorship cash is \$2,084,500.

As always, please let me know if you have any further questions.





DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 2, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-15 MBE/WBE contracts by type and value for 2018

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2018 budget.

Alderman Villegas asked for the 2018 MBE/WBE contracts by type and value. Below please find information about the 2018 MBE/WBE contracts by type and value.

African-American	\$	1,340,040.82	8.97%
Asian/other	\$	1,970,922.58	13.19%
Hispanic	\$	494,526.41	3.31%
Women-owned business	\$	1,287,457.47	8.62%
Total M/WBE	\$	5,092,947.28	34.09%

DCASE's total spend is \$14,939,663.44, which does not include grant payments or performer payments.

As always, please let me know if you have any further questions.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 5, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-16 Total Shakman-Exempt Positions

---

The attached information is in response to a follow-up question submitted via email by Alderman Lopez on November 1, 2018.

Alderman Lopez provided information obtained from Commissioner Choi, Department of Human Resources, which states that there are a total of 13 Shakman-Exempt positions at DCASE. Commissioner Choi is correct; there is no discrepancy, I merely misspoke at the budget hearing when I stated that there were nine.

As always, please let me know if you have any further questions.



DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS  
CITY OF CHICAGO

**MEMORANDUM**

**To:** The Honorable Carrie M. Austin  
Chairman, Committee on the Budget and Government Operations

**From:** Mark Kelly  
Commissioner  
Cultural Affairs and Special Events

**CC:** Deanne Millison  
Mayor's Office of Legislative Counsel and Government Affairs

**Date:** November 6, 2018

**Re:** Request for Information from Annual Appropriation Committee Hearing

**ID#:** 23-17 Contracts for new security protocol at Millennium Park

---

The attached information is in response to questions posed at our department's hearing on October 31, 2018 to discuss the proposed 2018 budget.

Chairman Burke asked for the all contracts related to the new security protocol at Millennium Park.

Please find information in relation to the new security protocol at Millennium Park contained in the MB Real Estate contract. The MB Real Estate contract is located with response 23-03 for your review.

As always, please let me know if you have any further questions.

## Contract Summary Sheet

**Contract (PO) Number:** 33323

**Specification Number:** 125729

**Name of Contractor:** MB REAL ESTATE SERVICES INC

**City Department:** DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

**Title of Contract:** PROPERTY MANAGEMENT AND EVENT SUPPORT SERVICES FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

**Term of Contract: Start Date:** 8/2/2016

**End Date:** 8/1/2021

**Dollar Amount of Contract (or maximum compensation if a Term Agreement) (DUR):**  
\$48,966,864.00

**Brief Description of Work:** PROPERTY MANAGEMENT AND EVENT SUPPORT SERVICES FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

**Procurement Services Contract Area:** PRO SERV CONSULTING \$250,000orABOVE

*Please refer to the DPS website for Contact information under "Doing Business With The City".*

**Vendor Number:** 1072337

**Submission Date:** 7.19.16

Specification. No. 125729

Contract (P.O.) No. 33323

Vendor No. 1072337B

*City-Funded*

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**

**DEPARTMENT OF CULTURAL AFFAIRS AND SPECIAL EVENTS**

**AND**

**MB REAL ESTATE SERVICES INC**



**PROPERTY MANAGEMENT AND EVENT SUPPORT FOR MILLENNIUM PARK AND  
VARIOUS DCASE PROPERTIES**

**RAHM EMANUEL**

**MAYOR**

**JAMIE L. RHEE**

**CHIEF PROCUREMENT OFFICER**

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**ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the 2nd day of August, 2016 ("Effective Date") by and between MB Real Estate Services Inc., a Illinois corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of Cultural Affairs and Special Events ("City"), at Chicago, Illinois.

The City advertised a Request for Proposal (RFP); evaluated proposals received and determined the Contractor to be qualified to perform the Services.

The Contractor warrants that it is ready, willing and able to perform as of the effective date of this Contract to the full satisfaction of the City.

NOW, THEREFORE, the City and the Contractor Agree as Follows:

**ARTICLE 2. INCORPORATION OF EXHIBITS:**

The following attached Exhibits are made a part of this agreement:

- Exhibit 1: Scope of Services and Time Limits for Performance
  - Key Personnel
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Annual Budget Categories
- Exhibit 7: Millennium Park Policies and Rules
- Exhibit 8: City DCASE and Venue Rules and Policies
- Exhibit 9: Engineering Systems and Services
- Exhibit 10: Data Protection Requirements for Contractors, Vendors and Third Parties

**ARTICLE 3. STANDARD TERMS AND CONDITIONS**

**3.1. General Provisions**

**3.1.1. Definitions**

"**Addendum**" is an official revision of the Bid Documents issued by the Chief Procurement Office prior to Bid Opening Date.

"**Airports**" means Chicago O'Hare International Airport and Chicago Midway International Airport.

"**Airside**" means, generally, those areas of an Airport which requires a person to pass through a security checkpoint to access. References to "sterile areas" generally mean Airside areas within terminal buildings. References to "Airfield", "Aircraft Operations Area", "AOA", or "**Secured areas**" generally mean outdoor Airside areas or areas not accessible to passengers.

"**Attachments**" are all the exhibits and other documents attached to the Bid Documents and/or incorporated into the Contract by reference.

"**Bid**" refers to an offer made by a Bidder in response to an invitation for bids which includes a binding proposal to perform the Contract which the City may rely on and accept, or in the case of an RFP or RFQ, the submission/proposal in response to that solicitation which may be subject to negotiation.

"**Bidder**" is a person, firm, or entity submitting a Bid in response to an invitation for bids; for RFPs and RFQs, references may be made to "Respondents." Once the Contract is awarded the Contractor shall assume that all references to a Bidder or Respondent and such attendant obligations apply to the Contractor.

"**Bid Opening Date**" is the date and time publicly advertised by the Chief Procurement Officer as the deadline for submission of Bids; this may be referred to as a "Proposal Due Date" for RFP and RFQ solicitations.

"**Bid Documents**" means all the documents issued by the Chief Procurement Officer, or referenced by the Chief Procurement Officer as being available on the City's website and incorporated by such reference, in connection with an invitation for bids or proposals. Except for such Bid Documents as are posted on the City's website and incorporated by reference, all Bid Documents must be submitted by a bidder on the Bid Opening Date.

"**Business Day**" means business days (Monday through Friday, excluding legal holidays, or City shut-down days) in accordance with the City of Chicago business calendar.

"**Calendar Day**" means all calendar days in accordance with the world-wide accepted calendar.

"**Chief Procurement Officer**" abbreviated as "CPO" means the chief executive of the City's Department of Procurement Services ("DPS"), and any representative duly authorized in writing to act on the Chief Procurement Officer's behalf.

"**City**" means the City of Chicago, a municipal corporation and home rule government under Sections 1 and 6(a), Article VII, of the 1970 Constitution of the State of Illinois.

"**Commissioner**" means the chief executive of any City department that participates in this Contract (regardless of the actual title of such chief executive), and any representative duly authorized in writing to act on the Commissioner's behalf with respect to this Contract.

"**Contact Person**" means the Contractor's management level personnel who will work as liaison between the City and the Contractor and be available to respond to any problems that may arise in connection with Contractor's performance under the Contract.

"**Contract**" means, upon notice of award from the CPO, the contract consisting of all Bid Documents relating to a specific invitation for bids or proposals, and all amendments, modifications, or revisions made from time to time in accordance with the terms thereof. All such documents comprising the Contract are referred to as the "Contract Documents".

**"Contractor"** means the Bidder or Proposer (person, firm, or entity) that is awarded the Contract by the CPO. Any references to the Bidder or Proposer in the Contract Documents is understood to apply to the Contractor.

**"Department"** which may also be referred to as the using/user Department is the City Department which appears on the applicable Purchase Order Release for goods, work, or services provided under this Contract.

**"Detailed Specifications"** refers to the contract specific requirements that includes but is not limited to a detailed description of the scope, term, compensation, price escalation, and such other additional terms and conditions governing this specific Contract.

**"Force Majeure Event"** means an event beyond the reasonable control of a party to this Contract, which is limited to acts of God, explosion, acts of the public enemy, fires, floods, earthquakes, tornadoes, epidemics, quarantine restrictions, work stoppages not caused or unmitigated by the Contractor.

**"Holidays"** refers to the official City Holidays when the City is generally closed for business which includes: New Year's Day, Dr. Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Pulaski Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

**"MCC"** is the abbreviation for the Municipal Code of Chicago.

**"Party"** or collectively "Parties" refers to the entities that have entered into this Contract including the Contractor and the City.

**"Purchase Order"** means a written purchase order from a Department referencing this Contract. Purchase Orders may also be referred to as "Blanket Releases".

**"Services"** refers to all work, services, and materials that Contractor is obligated to provide under this Contract, either directly or through Subcontractors, and which consist of services described in this Contract, including as described in Exhibit 1 Scope of Services, and those services reasonably incidental to them.

**"Specification"** means the Bid Documents, including but not limited to the Detailed Specifications.

**"Subcontractor"** means any person or entity with whom the Contractor contracts to provide any part of the goods, services or work to be provided by Contractor under the Contract, including subcontractors of any tier, suppliers and material men, whether or not in privity with the Contractor.

### **3.1.2. Interpretation of Contract**

#### **3.1.2.1. Order of Precedence**

The order of precedence of the component contract parts will be as follows:

- Standard Terms and Conditions
- Addenda, if any
- Plans or drawings, if any
- Detailed Specifications / Scope
- Standard specifications or terms of the City, State, or Federal Government
- Insurance Requirements
- MBE/WBE/DBE Special Conditions, if any
- Invitation to bid and proposal (bid) pages, if applicable
- Performance Bond, if required
- Bid Deposit, if required

#### **3.1.2.2. Interpretation and Rules**

Unless a contrary meaning is specifically noted elsewhere, the phrases "as required", "as directed", "as permitted", and similar words mean the requirements, directions, and permissions of the Commissioner or CPO, as applicable. Similarly, the words "approved", "acceptable", "satisfactory",

and similar words mean approved by, acceptable to, or satisfactory to the Commissioner or the CPO, as applicable.

The words "necessary", "proper", or similar words used with respect to the nature or extent of work or services mean that work or those services must be conducted in a manner, or be of a character which is necessary or proper for the type of work or services being provided in the opinion of the Commissioner and the CPO, as applicable. The judgment of the Commissioner and the CPO in such matters will be considered final.

Wherever the imperative form of address is used, such as "provide equipment required" it will be understood and agreed that such address is directed to the Contractor unless the provision expressly states that the City will be responsible for the action.

#### **3.1.2.3. Severability**

The invalidity, illegality, or unenforceability of any one or more phrases, sentences, clauses, or sections in this Contract does not affect the remaining portions of this Contract.

#### **3.1.2.4. Entire Contract**

The Contract Documents constitute the entire agreement between the parties and may not be modified except by the subsequent written agreement of the parties.

### **3.1.3. Subcontracting and Assignment**

#### **3.1.3.1. No Assignment of Contract**

Pursuant to 65 ILCS 8-10-14, Contractor may not assign this Contract without the prior written consent of the CPO. In no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO, in writing, of the name of any proposed assignee and the reason for the assignment; consent to which is solely in the CPO's discretion.

#### **3.1.3.2. Subcontracts**

No part of the goods, work, or services to be provided under this Contract may be subcontracted without the prior written consent of the CPO; but in no case will such consent relieve the Contractor from its obligations, or change the terms of the Contract. The Contractor must notify the CPO of the names of all Subcontractors to be used and shall not employ any that the CPO has not approved. Prior to proposing the use of a certain Subcontractor, the Contractor must verify that neither the Subcontractor nor any of its owners is debarred from or otherwise ineligible to participate on City contracts. This information can be found on the City's website:

[http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred\\_firms\\_list.html](http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html)

Subcontracting of the services or work or any portion of the Contract without the prior written consent of the CPO is null and void. Further, the Contractor will not make any substitution of a previously approved Subcontractor without the prior written consent of the CPO; any substitution of a Subcontractor without the prior written consent of the CPO is null and void.

The Contractor will only subcontract with competent and responsible Subcontractors. If, in the judgment of the Commissioner or the CPO, any Subcontractor is careless, incompetent, violates safety or security rules, obstructs the progress of the services or work, acts contrary to instructions, acts improperly, is not responsible, is unfit, is incompetent, violates any laws applicable to this Contract, or fails to follow the requirements of this Contract, then the Contractor will, immediately upon notice from the Commissioner or the CPO, discharge or otherwise remove such Subcontractor and propose an acceptable substitute for CPO approval.

#### **3.1.3.3. No Pledging or Assignment of Contract Funds Without City Approval**

The Contractor may not pledge, transfer, or assign any interest in this Contract or contract funds due or to become due without the prior written approval of the CPO. Any such attempted pledge, transfer, or assignment, without the prior written approval of the CPO is void as to the City and will be deemed an event of default under this Contract.

#### **3.1.3.4. City's Right to Assign**

The City expressly reserves the right to assign or otherwise transfer all or any part of its interests in this Contract without the consent or approval of the Contractor.

#### **3.1.3.5. Assigns**

All of the terms and conditions of this Contract are binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, transferees, and assigns.

### **3.1.4. Contract Governance**

#### **3.1.4.1. Governing Law and Jurisdiction**

This Contract will be governed in accordance with the laws of the State of Illinois, without regard to choice of law principles. The Contractor hereby irrevocably submits, and will cause its Subcontractors to submit, to the original jurisdiction of those State or Federal courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Contract and irrevocably agrees to be bound by any final judgment rendered thereby from which no appeal has been taken or is available. The Contractor irrevocably waives any objection (including without limitation any objection of the laying of venue or based on the grounds of forum non conveniens) which it may now or hereafter have to the bringing of any action or proceeding with respect to this Contract in the jurisdiction set forth above.

#### **3.1.4.2. Consent to Service of Process**

The Contractor agrees that service of process on the Contractor may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Contract, by registered or certified mail addressed to the office actually maintained by the Contractor, or by personal delivery on any officer, director, or managing or general agent of the Contractor. The Contractor designates and appoints the representative identified on the signature page hereto under the heading "Designation of Agent for Service Process", as its agent in Chicago, Illinois, to receive on its behalf service of all process (which representative will be available to receive such service at all times), such service being hereby acknowledged by such representative to be effective and binding service in every respect. Said agent may be changed only upon the giving of written notice by the Contractor to the City of the name and address of a new Agent for Service of Process who works within the geographical boundaries of the City of Chicago. Nothing herein will affect the right to serve process in any other manner permitted by law or will limit the right of the City to bring proceedings against the Contractor in the courts of any other jurisdiction.

#### **3.1.4.3. Cooperation by Parties and between Contractors**

The Parties hereby agree to act in good faith and cooperate with each other in the performance of this Contract. The Contractor further agrees to implement such measures as may be necessary to ensure that its staff and its Subcontractors will be bound by the provisions of this Contract. The City will be expressly identified as a third party beneficiary in the subcontracts and granted a direct right of enforcement thereunder.

Unless otherwise provided in Detailed Specifications, if separate contracts are let for work within or adjacent to the project site as may be further detailed in the Contract Documents, each Contractor must perform its Services so as not to interfere with or hinder the progress of completion of the work being performed by other contractors.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each

Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

The Contractor must as far as possible, arrange its work and space and dispose of the materials being used, so as not to interfere with the operations of the other contractors within or adjacent to the limits of the project site.

**3.1.4.4. No Third Party Beneficiaries**

The parties agree that this Contract is solely for the benefit of the parties and nothing herein is intended to create any third party beneficiary rights for subcontractors or other third parties.

**3.1.4.5. Independent Contractor**

This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the City. The rights and the obligations of the parties are only those set forth in this Contract. Contractor must perform under this Contract as an independent contractor and not as a representative, employee, agent, or partner of the City.

This Contract is between the City and an independent contractor and, if Contractor is an individual, nothing provided for under this Contract constitutes or implies an employer-employee relationship such that:

The City will not be liable under or by reason of this Contract for the payment of any workers' compensation award or damages in connection with the Contractor performing the Services required under this Contract.

Contractor is not entitled to membership in any City Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the City.

The City is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to Contractor.

**3.1.4.6. Authority**

Execution of this Contract by the Contractor is authorized and signature(s) of each person signing on behalf of the Contractor have been made with complete and full authority to commit the Contractor to all terms and conditions of this Contract, including each and every representation, certification, and warranty contained herein, attached hereto and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof. If other than a sole proprietorship, Contractor must provide satisfactory evidence that the execution of the Contract is authorized in accordance with the business entity(s) rules and procedures.

**3.1.4.7. Joint and Several Liability**

In the event that Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by Contractor will be the joint and several obligation or undertaking of each such individual or other legal entity.

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

A copy of any communications or notices to the City relating to Contract interpretation, a dispute, or indemnification obligations shall also be sent by the same means set forth above to the Department of Law, Room 600, City Hall, 121 N LaSalle Street, Chicago, Illinois 60602.

All communications and notices from the City to the Contractor, unless otherwise provided for, will be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Contractor care of the name and to the address listed on the Bid Documents' proposal page. If this contract was awarded through a process that does not use bid or proposal documents, notices to contractor will be sent to an address specified in the Contract.

**3.1.4.9. Amendments**

Following Contract award, no change, amendment, or modification of the Contract Documents or any part thereof, is valid unless stipulated in writing and signed by the Contractor, Mayor, CPO, and Comptroller, unless specifically allowed for by the Contract Documents.

**3.1.4.10. No Waiver of Legal Rights**

Neither the acceptance by the City, or any representative of the City, nor any payment for or acceptance of the whole or any part of the deliverables, nor any extension of time, nor any possession taken by the City, shall operate as a waiver by the City of any portion of the Contract, or of any power herein reserved or any right of the City to damages herein provided.

A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach. Whenever under this Contract the City by a proper authority waives the Contractor's performance in any respect or waives a requirement or condition to either the City's or the Contractor's performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and will not be deemed a waiver forever or for subsequent instance of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Contract regardless of the number of time the City may have waived the performance, requirement, or condition.

**3.1.4.11. Non-appropriation of Funds**

Pursuant to 65 ILCS 5/8-1-7, any contract for the expenditure of funds made by a municipality without the proper appropriation is null and void.

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the City for payments to be made under this Contract, then the City will notify the Contractor of that occurrence and this Contract shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Contract are exhausted.

No payments will be made to the Contractor under this Contract beyond those amounts appropriated and budgeted by the City to fund payments under this Contract.

**3.1.4.12. Participation By Other Government Agencies**

Other Local Government Agencies (defined below) may be eligible to participate in this Contract if (a) such agencies are authorized, by law or their governing bodies, to execute such purchases, (b) such authorization is consented to by the City of Chicago's CPO, and (c) such purchases have no net adverse effect on the City of Chicago and result in no diminished services from the Contractor to the City's Departments.

Examples of such Local Government Agencies are: the Chicago Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts.

Said purchases will be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.1.5. Confidentiality**

All deliverables and reports, data, findings or information in any form prepared, assembled or encountered by or provided by Contractor under this Contract are property of the City and are confidential, except as specifically authorized in this Contract or as may be required by law. Contractor must not allow the Deliverables to be made available to any other individual or organization without the prior written consent of the City. Further, all documents and other information provided to Contractor by the City are confidential and must not be made available to any other individual or organization without the prior written consent of the City. Contractor must implement such measures as may be necessary to ensure that its staff and its Subcontractors are bound by the confidentiality provisions contained in this Contract.

Contractor must not issue any publicity news releases or grant press interviews, and except as may be required by law during or after the performance of this Contract, disseminate any information regarding its Services or the project to which the Services pertain without the prior written consent of the Commissioner.

If Contractor is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any records, data or documents which may be in Contractor's possession by reason of this Contract, Contractor must immediately give notice to the Commissioner, CPO and the Corporation Counsel for the City with the understanding that the City will have the opportunity to contest such process by any means available to it before the records or documents are submitted to a court or other third party. Contractor, however, is not obligated to withhold the delivery beyond the time ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended.

### **3.1.6. Indemnity**

Contractor must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees (collectively, the "Indemnified Parties,") from and against any and all Losses (as defined below), in consequence of the granting of this Contract or arising out of or being in any way connected with the Contractor's performance under this Contract, except as otherwise provided in 740 ILCS 35 "Construction Contract Indemnification for Negligence Act" if it applies, including those related to: injury, death or damage of or to any person or property; any infringement or violation of any property right (including any patent, trademark or copyright); failure to pay or perform or cause to be paid or performed Contractors covenants and obligations as and when required under this Contract or otherwise to pay or perform its obligations to any subcontractor; the City's exercise of its rights and remedies under this Contract; and injuries to or death of any employee of Contractor or any subcontractor under any workers compensation statute. When 740 ILCS 35 applies, indemnification provided by the Contractor to the Indemnified Parties will be to the maximum extent permitted under applicable law.

"Losses" means, individually and collectively, liabilities of every kind, including monetary damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, fines, judgments or settlements, any or all of which in any way arise out of or relate to the negligent or otherwise wrongful errors, acts, or omissions of Contractor, its employees, agents and subcontractors.

The Contractor will promptly provide, or cause to be provided, to the Commissioner and the Corporation Counsel copies of such notices as Contractor may receive of any claims, actions, or suits as may be given or filed in connection with the Contractor's performance or the performance of any Subcontractor and for which the Indemnified Parties are entitled to indemnification hereunder.

At the City Corporation Counsel's option, Contractor must defend all suits brought upon all such Losses and must pay all costs and expenses incidental to them, but the City has the right, at its option, to participate, at its own cost, in the defense of any suit, without relieving Contractor of any of its obligations under this Contract. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.



The Contractor shall be solely responsible for the defense of any and all claims, demands, or suits against the Indemnified Parties, including without limitation, claims by an employee, subcontractors, agents, or servants of Contractor even though the claimant may allege that the Indemnified Parties were in charge of the work or service performed under the Contract, that it involves equipment owned or furnished by the Indemnified Parties, or allege negligence on the part of the Indemnified Parties. The City will have the right to require Contractor to provide the City with a separate defense of any such suit.

To the extent permissible by law, Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due to third parties arising out of any Losses, including but not limited to any limitations on Contractor's liability with respect to a claim by any employee of Contractor arising under the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as, *Kotecki v. Cyclops Welding Corporation*, 146 Ill. 2d 155 (1991)). The City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code or any other statute.

The indemnities in this section survive expiration or termination of this Contract for matters occurring or arising during the term of this Contract or as the result of or during the Contractor's performance of work or services beyond the term. Contractor acknowledges that the requirements set forth in this section to indemnify, keep and save harmless and defend the City are apart from and not limited by the Contractor's duties under this Contract, including the insurance requirements set forth in the Contract.

#### **3.1.7. Non-Liability of Public Officials**

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the City personally with any liability or expenses of defense or hold any official, employee or agent of the City personally liable to them under any term or provision of this Contract or because of the City's execution, attempted execution or any breach of this Contract.

#### **3.1.8. Contract Extension Option**

The City may extend this Contract once following the expiration of the contract term for up to 181 Calendar Days or until such time as a new contract has been awarded for the purpose of providing continuity of services and/or supply while procuring a replacement contract subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds. The CPO will give the Contractor notice of the City's intent to exercise its option to renew the Contract for the approaching option period.

### **3.2. Compensation Provisions**

#### **3.2.1. Ordering, Invoices, and Payment**

##### **3.2.1.1. Purchase Orders**

Requests for work, services or goods in the form of a Purchase Order will be issued by the Department and sent to the Contractor to be applied against the Contract. The Contractor must not honor any order(s), perform work or services or make any deliveries of goods without receipt of a Purchase Order issued by the City of Chicago. Any work, services, or goods provided by the Contractor without a Purchase Order is made at the Contractor's risk. Consequently, in the event such Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work, services, or goods provided without said Purchase Order.

Purchase Orders will indicate quantities ordered for each line item, unit/total cost, shipping address, delivery date, fund chargeable information, catalog information (if applicable), and other pertinent instructions regarding performance or delivery.

##### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the

Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

#### **3.2.1.3. Payment**

The City will process payment within sixty (60) calendar days after receipt of invoices and all supporting documentation necessary for the City to verify the satisfactory delivery of work, services or goods to be provided under this Contract.

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:  
[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).  
The City reserves the right to offset mistaken or wrong payments against future payments.

The City will not be obligated to pay for any work, services or goods that were not ordered with a Purchase Order or that are non-compliant with the terms and conditions of the Contract Documents. Any goods, work, or services which fail tests and/or inspections are subject to correction, exchange or replacement at the cost of the Contractor.

#### **3.2.1.4. Electronic Ordering and Invoices**

The Contractor will cooperate in good faith with the City in implementing electronic ordering and invoicing, including but not limited to price lists/catalogs, purchase orders, releases and invoices. The electronic ordering and invoice documents will be in a format specified by the City and transmitted by an electronic means specified by the City. Such electronic means may include, but are not limited to, disks, e-mail, EDI, FTP, web sites, and third party electronic services. The CPO reserves the right to change the document format and/or the means of transmission upon written notice to the Contractor. Contractor will ensure that the essential information, as determined by the CPO, in the electronic document, corresponds to that information submitted by the Contractor in its paper documents. The electronic documents will be in addition to paper documents required by this Contract, however, by written notice to the Contractor, the CPO may deem any or all of the electronic ordering and invoice documents the official documents and/or eliminate the requirement for paper ordering and invoice documents.

#### **3.2.1.5. City Right to Offset**

The City may offset against any invoice from Contractor any costs incurred by the City as a result of event of default by Contractor under this Contract or otherwise resulting from Contractor's performance or non-performance under this Contract, including but not limited to any credits due as a result of over-billing by Contractor or overpayments made by the City. If the amount offset is insufficient to cover those costs, Contractor is liable for and must promptly remit to the City the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the City.

#### **3.2.1.6. Records**

Upon request the Contractor must furnish to the City such information related to the progress, execution, and cost of the Services. All books and accounts in connection with this Contract must be open to inspection by authorized representatives of the City. The Contractor must make these records available at reasonable times during the performance of the Services and will retain them in a safe place and must retain them for a period that is the longer of five (5) years or as required by relevant retention schedules after the expiration or termination of the Contract.

### **3.2.1.7. Audits**

#### **3.2.1.7.1. City's Right to Conduct Audits**

The City may, in its sole discretion, audit the records of Contractor or its Subcontractors, or both, at any time during the term of this Contract or within five years after the Contract ends, in connection with the goods, work, or services provided under this Contract. Each calendar year or partial calendar year may be deemed an "audited period".

#### **3.2.1.7.2. Recovery for Over-Billing**

If, as a result of such an audit, it is determined that Contractor or any of its Subcontractors has overcharged the City in the audited period, the City will notify Contractor. Contractor must then promptly reimburse the City for any amounts the City has paid Contractor due to the overcharges and, depending on the facts, also some or all of the cost of the audit, as follows:

If the audit has revealed overcharges to the City representing less than 5% of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then the Contractor must reimburse the City for 50% of the cost of the audit and 50% of the cost of each subsequent audit that the City conducts;

If, however, the audit has revealed overcharges to the City representing 5% or more of the total value, based on the contract prices, of the goods, work, or services provided in the audited period, then Contractor must reimburse the City for the full cost of the audit and of each subsequent audit.

Failure of Contractor to reimburse the City in accordance with the foregoing is an event of default under this Contract, and Contractor will be liable for all of the City's costs of collection, including any court costs and attorneys' fees.

### **3.2.2. Subcontractor Payment Reports**

The Contractor must report payments to Subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City to the Contractor for services performed, on the first day of each month and every month thereafter, email and/or fax notifications will be sent to the Contractor with instructions to report payments to Subcontractors that have been made in the prior month. This information must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

Once the Contractor has reported payments made to each Subcontractor, including zero dollar amount payments, the Subcontractor will receive an email and/or fax notification requesting that they log into the system and confirm payments received.

All monthly confirmations must be reported on or before the twentieth (20th) day of each month. Contractor and Subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.

All contracts between the Contractor and its Subcontractors must contain language requiring the Subcontractors to respond to email and/or fax notifications from the City requiring them to report payments received from the Contractor.

Access to the Certification and Compliance Monitoring System (C2), which is a web-based reporting system, can be found at: <https://chicago.mwdbe.com>

(Note: This site works for reporting all Subcontractor payments regardless of whether they are MBE/WBE/DBE or non-certified entities.)

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days

of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

### **3.2.3. Prompt Payment to Subcontractors**

#### **3.2.3.1. Incorporation of Prompt Payment Language in Subcontracts**

Contractor must state the requirements of these Prompt Payment provisions in all Subcontracts and purchase orders. If Contractor fails to incorporate these provisions in all Subcontracts and purchase orders, the provisions of this Section are deemed to be incorporated in all Subcontracts and purchase orders. Contractor and the Subcontractors have a continuing obligation to make prompt payment to their respective Subcontractors. Compliance with this obligation is a condition of Contractor's participation and that of its Subcontractors on this Contract.

#### **3.2.3.2. Payment to Subcontractors Within Seven Days**

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

##### **3.2.3.2.1. Reporting Failures to Promptly Pay**

The City posts payments to prime contractors on the web at

<http://webapps.cityofchicago.org/VCSearchWeb/org/cityofchicago/vcsearch/controller/payments/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers **within 7 days** after receipt of payment under a City contract, the Contractor shall pay to its Subcontractors and material suppliers, in addition to the payment due them, interest in the amount of 2% per month, calculated from the expiration of the 7-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 7-day period required above, the Subcontractor may notify the City by submitting a report form that may be downloaded from the DPS website at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure\\_to\\_Promptly\\_Pay\\_Fillable\\_Form\\_3\\_2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure_to_Promptly_Pay_Fillable_Form_3_2013.pdf)

The report will require the Subcontractor to affirm that (a) its invoice to the Contractor was included in the payment request submitted by the Contractor to the City and (b) Subcontractor has not, at the time of the report, received payment from the Contractor for that invoice. The report must reference the payment (voucher) number posted on-line by the City in the notice of the payment to the Contractor.

Subcontractors are hereby reminded that per Chapters 1-21, "False Statements," and 1-22, "False Claims," of the Municipal Code of Chicago, making false statements or claims to the City are violations of law and subject to a range of penalties including fines and debarment.

##### **3.2.3.2.2. Whistleblower Protection**

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 0. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement

Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

**3.2.3.3. Liquidated Damages for Failure to Promptly Pay**

Much of the City’s economic vitality derives from the success of its small businesses. The failure by contractors to pay their subcontractors in a timely manner, therefore, is clearly detrimental to the City. Inasmuch as the actual damages to the City due to such failure are uncertain in amount and difficult to prove, Contractor and City agree that the Chief Procurement Officer may assess liquidated damages against contractors who fail to meet their prompt payment requirements. Such liquidated damages shall be assessed to compensate the City for any and all damage incurred due to the failure of the Contractor to promptly pay its subcontractors, and does not constitute a penalty. Any and all such liquidated damages collected by the City shall be used to improve the administration and outreach efforts of the City’s Small Business Program.

**3.2.3.4. Action by the City**

Upon receipt of a report of a failure to pay, the City will issue notice to the contractor, and provide the contractor with an opportunity to demonstrate reasonable cause for failing to make payment within applicable period set forth in the Contract. The Chief Procurement Officer, in his or her sole judgment, shall determine whether any cause for nonpayment provided by a contractor is reasonable. In the event that the contractor fails to demonstrate reasonable cause for failure to make payment, the City shall notify the contractor that it will assess liquidated damages. Any such liquidated damages will be assessed according to the following schedule:

First Unexcused Report:	\$50
Second Unexcused Report:	\$100
Third Unexcused Report:	\$250
Fourth Unexcused Report:	\$500

**3.2.3.5. Direct Payment to Subcontractors By City**

The CPO may notify the Contractor that payments to the Contractor will be suspended if the CPO has determined that the Contractor has failed to pay any Subcontractor, employee, or workman, for work performed. If Contractor has not cured a failure to pay a Subcontractor, employee or workman within 10 days after receipt of such notice, the CPO may request the Comptroller to apply any money due, or that may become due, to Contractor under the Contract to the payment of such Subcontractors, workmen, and employees and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly.

Further, if such action is otherwise in the City’s best interests, the CPO may (but is not obligated to) request that the Comptroller make direct payments to Subcontractors for monies earned on contracts and the effect will be the same, for purposes of payment to Contractor of the Contract Price, as if the City had paid Contractor directly. The City’s election to exercise or not to exercise its rights under this paragraph shall not in any way affect the liability of the Contractor or its sureties to the City or to any such Subcontractor, workman, or employee upon any bond given in connection with such Contract.

**3.2.4. General Price Reduction – Automatic Eligibility for General Price Reductions**

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding

on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

The Contractor must invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the General Price Reduction provision of the Contract. The Contractor, in addition, must within 10 calendar days of any general price reduction notify the CPO of such reduction by letter. Failure to do so will be an event of default. Upon receipt of any such notice of a general price reduction all participating Departments will be duly notified by the CPO.

Failure to notify the CPO of a General Price Reduction is an event of default, and the City's remedies shall include a rebate to the City of any overpayments.

### **3.3. Compliance With All Laws**

#### **3.3.1. General**

Contractor must observe and comply with all applicable federal, state, county and municipal laws, statutes, regulations, codes, ordinances and executive orders, in effect now or later and as amended whether or not they appear in the Contract Documents.

Provisions required by law, ordinances, rules, regulations, or executive orders to be inserted in the Contract are deemed inserted in the Contract whether or not they appear in the Contract.

Contractor must pay all taxes and obtain all licenses, certificates, and other authorizations required in connection with the performance of its obligations hereunder, and Contractor must require all Subcontractors to also do so. Failure to do so is an event of default and may result in the termination of this Contract.

#### **3.3.2. Federal Affirmative Action**

It is an unlawful employment practice for the Contractor (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his compensation, or the terms, conditions, or privileges of his employment, because of such individuals race, color, religion, sex, age, handicap or national origin; or (2) to limit, segregate, or classify his employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his status as an employee, because of such individuals race, color, religion, sex, age, handicap or national origin.

Contractor must comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246,30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375,32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086,43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 61 01-61 06 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. sec. 12102 et seq.; and 41 C.F.R. Part 60 et seq. (1990); and all other applicable federal laws, rules, regulations and executive orders.

#### **3.3.3. Civil Rights Act of 1964, Title VI, Compliance With Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

##### **3.3.3.1. Compliance with Federal Nondiscrimination Requirements**

The contractor will comply with federal nondiscrimination laws, regulations, and authorities, as they may be amended from time to time (Acts and Regulations), which include:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

#### **3.3.3.2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

#### **3.3.3.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment**

In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

#### **3.3.3.4. Information and Reports**

The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other

sources of information, and its facilities as may be determined by the City or applicable federal agency (e.g. Federal Aviation Administration, Federal Highway Administration, Federal Transit Authority, Transportation Security Administration, Department of Housing and Urban Development, etc.) providing funding to the City department(s) on this contract to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the federal agency, as appropriate, and will set forth what efforts it has made to obtain the information.

#### **3.3.3.5. Sanctions for Noncompliance**

In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the relevant federal funding agency may determine to be appropriate, including, but not limited to:

- A. Withholding payments to the contractor under the contract until the contractor complies; and/or
- B. Cancelling, terminating, or suspending a contract, in whole or in part.

#### **3.3.3.6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 3.3.3.1, "Compliance With Regulations" through 3.3.3.6 "Incorporation of Provisions" in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the applicable federal agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

### **3.3.4. Other Non-Discrimination Requirements**

#### **3.3.4.1. Illinois Human Rights Act**

Contractor must comply with the Illinois Human Rights Act, 775ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 445 Ill. Admin. Code 750 Appendix A.

Contractor must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended; and all other applicable state laws, rules, regulations and executive orders.

#### **3.3.4.2. Chicago Human Rights Ordinance MCC Ch. 2-160**

Contractor must comply with the Chicago Human Rights Ordinance, MCC Ch. 2-160, Sect. 2-160-010 et seq., as amended; and all other applicable municipal code provisions, rules, regulations and executive orders.

Contractor must furnish or shall cause each of its Subcontractors to furnish such reports and information as requested by the Chicago Commission on Human Relations.

#### **3.3.4.3. Business Enterprises Owned by People With Disabilities (BEPD)**

It is the policy of the City of Chicago that businesses certified as a BEPD in accordance with MCC Sect. 2-92-337 et seq., Regulations Governing Certification of BEPDs, and all other Regulations promulgated under the aforementioned sections of the MCC; shall have the full and fair opportunities to participate fully in the performance of this Contract

Contractor shall not discriminate against any person or business on the basis of disability, and shall take affirmative actions to ensure BEPDs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.



Failure to carry out the commitments and policies set forth herein shall constitute a material breach of the Contract and may result in the termination of the Contract or such remedy as the City deems appropriate.

For purposes of this section only, the following definitions apply:

**"Business Enterprises owned by People with Disabilities" or "BEPD"** has the same meaning ascribed to it in MCC Sect. 2-92-586.

**"Bid incentive"** means an amount deducted, for bid evaluation purposes only, from the contract base bid in order to calculate the bid price to be used to evaluate the bid on a competitively bid contract.

**"Construction project"** has the same meaning ascribed to it in MCC Sect. 2-92-335.

**"Contract"** means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement) awarded by the City and whose costs is to be paid from funds belonging to or administered by the City.

**"Contract base bid"** means the total dollar amount a contractor bids on a contract without factoring any bid incentive or percentage reductions to the bid amount.

**"Earned credit"** means the amount of the bid incentive allocated to a contractor upon completion of a contract in which the contractor met or exceeded his or her goals for the utilization of BEPDs in the performance of the contract.

**"Earned credit certificate"** means a certificate issued by the Chief Procurement Officer evidencing the amount of earned credit a contractor has been awarded.

The CPO shall award a bid incentive to Contractor for utilization of a BEPD as a prime contractor or subcontractor in accordance with the provisions of this section. The bid incentive shall be earned in the performance of the Contract, provided that the bid incentive earned in the performance of the Contract shall only be applied to a future contract.

Where not otherwise prohibited by federal, state, or local law, the CPO shall allocate to any qualified bidder the following bid incentive for utilization of a BEPD as a prime contractor or subcontractor in the performance of the contract.

<i>% of total dollar contract amount performed by BEPD</i>	<i>Bid incentive</i>
2 to 5%	½% of the contract base bid
6 to 10%	1% of the contract base bid
11% or more	2% of the contract base bid

The bid incentive shall be calculated and applied in accordance with the provisions of this section. The bid incentive is used only to calculate an amount to be used in evaluating the bid. The bid incentive does not affect the contract price.

As part of the contract close-out procedure, if the CPO determines that the Contractor has successfully met his or her BEPD utilization goals either as a prime contractor or with subcontractors, the CPO shall issue an earned credit certificate that evidences the amount of earned credits allocated to the Contractor. The Contractor may apply the earned credits as the bid incentive for any future contract bid of equal or less dollar amount. The earned credit certificate is valid for three years from the date of issuance and shall not be applied towards any future contract bid after the expiration of that period.

The Contractor may apply the earned credit certificate on multiple future contract bids during the three-year period in which the certificate is valid, but may only receive one bid incentive for bid evaluation purposes on one contract award. If the Contractor applies the earned credit certificate on multiple contract bids and is the lowest responsive and responsible bidder on more than one

contract bid, the earned credit certificate shall be applied to the contract bid first to be advertised by the Department of Procurement Services, or if multiple contract bids were advertised on the same date, the earned credit certificate shall be applied only to the contract bid with the greatest dollar value

The Contractor shall maintain accurate and detailed books and records necessary to monitor compliance with this section and shall submit such reports as required by the CPO, or the commissioner of the supervising department.

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period that is the longer of five years or as required by relevant retention schedules after final acceptance of the work.

The CPO is authorized to adopt, promulgate and enforce reasonable rules and regulations pertaining to the administration and enforcement of this section.

### **3.3.5. Wages**

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-4; "Living Wage" rate specified by MCC Sect. 2-92-610; (3) Chicago Minimum Wage rate specified by MCC Chapter 1-24, or (4) the highest applicable State or Federal minimum wage.

#### **3.3.5.1. Minimum Wage, Mayoral Executive Order 2014-1**

Mayoral Executive Order 2014-1 provides for a fair and adequate Minimum Wage to be paid to employees of City contractors and subcontractors performing work on City contracts.

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2016 is **\$13.15 per hour**. The Minimum Wage must be paid to:

All employees regularly performing work on City property or at a City jobsite.

All employees whose regular work entails performing a service for the City under a City contract.

Beginning on July 1, 2016, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2016, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of contractors operations, does not directly relate to the services provided to the City under the contract, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on City property or at a City jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

Except as further described, the Minimum Wage is also not required to be paid to categories of employees subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Contract or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive

Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

If the payment a Base Wage pursuant to Municipal Code of Chicago Sect. 2-92-610 is required for work or services done under this Contract, and the Minimum Wage is higher than the Base Wage, then the Contractor must pay the Minimum Wage. Likewise, if the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Contractor must pay the prevailing wage.

Contractors are reminded that they must comply with Municipal Code Chapter 1-24 establishing a minimum wage.

### **3.3.5.2. Living Wage Ordinance**

MCC Sect. 2-92-610 provides for a living wage for certain categories of workers employed in the performance of City contracts, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers ("Covered Employees"). Accordingly, pursuant to MCC Sect. 2-92-610 and regulations promulgated thereunder:

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2016 the Base Wage is \$12.15. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2015, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.**

Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four (4) as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four (4) divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of this Contract, Contractor and all other Performing Parties must pay the Base Wage (as adjusted in accordance with the above). If the payment of prevailing wages is required for work or services done under this Contract, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Contractor must pay the prevailing wage rates.

The Contractor must include provisions in all subcontracts requiring its Subcontractors to pay the Base Wage to Covered Employees. The Contractor agrees to provide the City with documentation acceptable to the CPO demonstrating that all Covered Employees, whether employed by the Contractor or by a subcontractor, have been paid the Base Wage, upon the City's request for such documentation. The City may independently audit the Contractor and/or subcontractors to verify compliance herewith.

Failure to comply with the requirements of this Section will be an event of default under this Contract, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to three years.

Not-for-Profit Corporations: If the Contractor is a corporation having Federal tax-exempt status under Section 501(c)(3) of the Internal Revenue Code and is recognized under Illinois not-for-profit law, then the provisions above do not apply.

### **3.3.5.3. Equal Pay**

The Contractor will comply with all applicable provisions of the Equal Pay Act of 1963, 29 U.S.C. 206(d) and the Illinois Equal Pay Act of 2003, 820 ILCS 112/1, *et seq.*, as amended, and all applicable related rules and regulations including but not limited to those set forth in 29 CFR Part 1620 and 56 Ill. Adm. Code Part 320.

### **3.3.6. Economic Disclosure Statement and Affidavit and Appendix A ("EDS")**

Pursuant to MCC Ch. 2-154 and 65 ILCS 5/8-10-8.5 any person, business entity or agency submitting a bid or proposal to or contracting with the City of Chicago will be required to complete the Disclosure of Ownership Interests in the EDS. Failure to provide complete or accurate disclosure will render this Contract voidable by the City.

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

Contractor makes certain representations and certifications that the City relies on in its decision to enter into a contract. The Laws and requirements that are addressed in the EDS include the following:

#### **3.3.6.1. Business Relationships With Elected Officials MCC Sect. 2-156-030(b)**

Pursuant to MCC Sect. 2-156-030(b), it is illegal for any elected official, or any person acting at the direction of such official, to contact either orally or in writing any other City official or employee with respect to any matter involving any person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months. In addition, no elected official may participate in any discussion in any City Council committee hearing or in any City Council meeting or vote on any matter involving the person with whom the elected official has any business relationship that creates a financial interest on the part of the official, or the domestic partner or spouse of the official, or from whom or which he has derived any income or compensation during the preceding twelve months or from whom or which he reasonably expects to derive any income or compensation in the following twelve months.

Violation of MCC Sect. 2-156-030 by any elected official with respect to this contract will be grounds for termination of this contract. The term financial interest is defined as set forth in MCC Chapter 2-156.

#### **3.3.6.2. MCC 1-23 and 720 ILCS 5/33E Bribery, Debts, and Debarment Certification**

The Contractor or each joint venture partner, if applicable, must complete the appropriate subsections in the EDS which certify that the Contractor or each joint venture partner, its agents, employees, officers and any subcontractors (a) have not been engaged in or been convicted of bribery or attempted bribery of a public officer or employee of the City of Chicago, the State of Illinois, any agency of the federal government or any state or local government in the United States or engaged in or been convicted of bid-rigging or bid-rotation activities as defined in this section as required by the Illinois Criminal Code; (b) do not owe any debts to the State of Illinois, in accordance with 65 ILCS 5/11-42.1-1 and (c) are not presently debarred or suspended; Certification Regarding Environmental Compliance; Certification Regarding Ethics and Inspector General; and Certification Regarding Court-Ordered Child Support Compliance.

Contractor, in performing under this contract shall comply with MCC Sect. 2-92-320, as follows:

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local

government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

One business entity will be chargeable with the conduct of an affiliated agency. Ineligibility under this section will continue for three (3) years following such conviction or admission. The period of ineligibility may be reduced, suspended, or waived by the CPO under certain specific circumstances. Reference is made to Section 2-92-320 for a definition of affiliated agency, and a detailed description of the conditions which would permit the CPO to reduce, suspend, or waive the period of ineligibility.

#### **3.3.6.3. Federal Terrorist (No-Business) List**

Contractor warrants and represents that neither Contractor nor an Affiliate, as defined below, appears on the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce or their successors, or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment.

"Affiliate" means a person or entity which directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Contractor. A person or entity will be deemed to be controlled by another person or entity if it is controlled in any manner whatsoever that results in control in fact by that other person or entity, either acting individually or acting jointly or in concert with others, whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise.

#### **3.3.6.4. Governmental Ethics Ordinance 2-156**

Contractor must comply with MCC Ch. 2-156, Governmental Ethics, including but not limited to MCC Sect. 2-156-120 pursuant to which no payment, gratuity or offer of employment will be made in connection with any City contract, by or on behalf of a subcontractor to the prime Contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order. Any contract negotiated, entered into, or performed in violation of any of the provisions of this Chapter will be voidable as to the City.

#### **3.3.6.5. Lobbyists**

Contractor must comply with Chapter 2-156 of the Municipal Code. Contractor acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code is voidable as to the City.

### **3.3.7. Restrictions on Business Dealings**

#### **3.3.7.1. Conflicts of Interest**

The Contractor covenants that it presently has no interest and will not acquire any interest, direct or indirect, in any enterprise which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in its performance of the Contract no person having any such interest shall be employed. If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30

days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise.

#### **3.3.7.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4**

No Contractor or any person or entity who directly or indirectly has an ownership or beneficial interest in Contractor of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, Contractor's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Sub-owners") and spouses and domestic partners of such Sub-owners (Contractor and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for this Contract or Other Contract, including while this Contract or Other Contract is executory, (ii) the term of this Contract or any Other Contract between City and Contractor, and/or (iii) any period in which an extension of this Contract or Other Contract with the City is being sought or negotiated.

Contractor represents and warrants that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached the Contractor or the date the Contractor approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

Contractor shall not: (a) coerce, compel or intimidate its employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under this Contract, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under this Contract, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If Contractor violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Contract resulting from this specification, the CPO may reject Contractor's bid.

For purposes of this provision:

**"Other Contract"** means any agreement entered into between the Contractor and the City that is (i) formed under the authority of MCC Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

**"Contribution"** means a "political contribution" as defined in MCC Ch. 2-156, as amended.

**"Political fundraising committee"** means a "political fundraising committee" as defined in MCC Ch. 2-156, as amended.

#### **3.3.8. Debts Owed to the City; Anti-Scofflaw, MCC Sect. 2-92-380**

In addition to the certifications regarding debts owed to the City in the EDS, Contractor is subject to MCC Sect. 2-92-380.

Pursuant to MCC Sect. 2-92-380 and in addition to any other rights and remedies (including set-off) available to the City under this Contract or permitted at law or in equity, the City will be entitled to set off a portion of the contract price or compensation due under the Contract, in an amount equal to the amount of the fines and penalties for each outstanding parking violation complaint and the amount of any debt owed by the contracting party to the City. For purposes of this section, outstanding parking violation complaint means a parking ticket, notice of parking violation, or parking violation complaint on which no payment has been made or appearance filed in the Circuit Court of Cook County within the time specified on the complaint, and debt means a specified sum of money owed to the City for which the period granted for payment has expired.

However no such debt(s) or outstanding parking violation complaint(s) will be offset from the contract price or compensation due under the contract if one or more of the following conditions are met:

the contracting party has entered into an agreement with the Department of Revenue, or other appropriate City department, for the payment of all outstanding parking violation complaints and debts owed to the City and the Contracting party is in compliance with the agreement; or

the contracting party is contesting liability for or the amount of the debt in a pending administrative or judicial proceeding; or the contracting party has filed a petition in bankruptcy and the debts owed the City are dischargeable in bankruptcy.

### **3.3.9. Other City Ordinances and Policies**

#### **3.3.9.1. False Statements**

False statements made in connection with this Contract, including statements in, omissions from and failures to timely update the EDS, as well as in any other affidavits, statements or Contract Documents constitute a material breach of the Contract. Any such misrepresentation renders the Contract voidable at the option of the City, notwithstanding any prior review or acceptance by the City of any materials containing such a misrepresentation. In addition, the City may debar Contractor, assert any contract claims or seek other civil or criminal remedies as a result of a misrepresentation (including costs of replacing a terminated Contractor pursuant to MCC Sect. 1-21-010.

#### **3.3.9.2. MacBride Principles Ordinance, MCC Sect. 2-92-580**

This law promotes fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with MCC Sect. 2-92-580, if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

For those bidders who take exception in competitive bid contracts to the provision set forth above, the City will assess an eight percent (8%) penalty. This penalty will increase their bid price for the purpose of canvassing the bids in order to determine who is to be the lowest responsible bidder. This penalty will apply only for purposes of comparing bid amounts and will not affect the amount of any contract payment.

The provisions of this Section will not apply to contracts for which the City receives funds administered by the United States Department of Transportation (USDOT) except to the extent Congress has directed that USDOT not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles for Northern Ireland, or to the extent that such funds are not otherwise withheld by the USDOT.

#### **3.3.9.3. 2014 Hiring Plan Prohibitions**

- A. The City is subject to the June 16, 2014 "City of Chicago Hiring Plan" (the "2014 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2014 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
- B. Contractor is aware that City policy prohibits City employees from directing any individual to apply for a position with Contractor, either as an employee or as a subcontractor, and from directing Contractor to hire an individual as an employee or as a Subcontractor. Accordingly, Contractor must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Contractor under this Contract are employees or Subcontractors of Contractor, not employees of the City of Chicago. This Contract is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Contractor.
- C. Contractor will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Contract, or offer employment to any individual to provide services under this Contract, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of this Contract, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
- D. In the event of any communication to Contractor by a City employee or City official in violation of paragraph B above, or advocating a violation of paragraph C above, Contractor will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General, and also to the head of the relevant City Department utilizing services provided under this Contract. Contractor will also cooperate with any inquiries by OIG Hiring Oversight.

#### **3.3.9.4. Inspector General and Legislative Inspector General**

It is the duty of any bidder, proposer or Contractor, all Subcontractors, every applicant for certification of eligibility for a City contract or program, and all officers, directors, agents, partners and employees of any bidder, proposer, Contractor, Subcontractor or such applicant to cooperate with the Inspector General or the Legislative Inspector General in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56 or 2-55, respectively. Contractor understands and will abide by all provisions of MCC Ch. 2-56 and 2-55.

All subcontracts must inform Subcontractors of this provision and require understanding and compliance with them.

#### **3.3.9.5. Duty to Report Corrupt Activity**

Pursuant to MCC 2-156-018, it is the duty of the Contractor to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows to involve corrupt activity. "Corrupt activity" means any conduct set forth in Subparagraph (a)(1), (2) or (3) of Section 1-23-020 of the MCC. Knowing failure to make such a report will be an event of default under this Contract. Reports may be made to the Inspector General's toll free hotline, 866-IG-TIPLINE (866-448-4754).



### **3.3.9.6. Electronic Mail Communication**

Electronic mail communication between Contractor and City employees must relate only to business matters between Contractor and the City.

### **3.3.9.7. EDS Update Obligation**

Contractor is required to notify the City and update the EDS whenever there is a change in circumstances that makes any certification or information provided in an EDS inaccurate, obsolete or misleading. Failure to notify the City and update the EDS is grounds for declaring the Contractor in default, termination of the Contract for default, and declaring that the Contractor is ineligible for future contracts.

### **3.3.9.8. Wheel Tax (City Sticker)**

Contractor must pay all Wheel Tax required by Chapter 3-56 of the MCC, as amended from time to time. Contractor should take particular notice of MCC 3-56-020 and MCC 3-56-125 which relate to payment of the tax for vehicles that are used on City streets or on City property by City residents. For the purposes of Chapter 3-56, any business that owns, leases or otherwise controls a place of business within the City wherein motor vehicles or semi-trailers are stored, repaired, serviced, or loaded or unloaded in connection with the business is also considered to be a City resident.

## **3.3.10. Compliance with Environmental Laws and Related Matters**

### **3.3.10.1. Definitions**

For purposes of this section, the following definitions shall apply:

Environmental Agency: An Environmental Agency is any governmental agency having responsibility, in whole or in part, for any matter addressed by any Environmental Law. An agency need not be responsible only for matters addressed by Environmental Law(s) to be an Environmental Agency for purposes of this Contract.

Environmental Claim: An Environmental Claim is any type of assertion that Contractor or any Subcontractor is liable, or allegedly is liable, or should be held liable, under any Environmental Law, or that Contractor or any Subcontractor has or allegedly has violated or otherwise failed to comply with any Environmental Law. A non-exhaustive list of Environmental Claims includes, without limitation: demand letters, lawsuits and citations of any kind regardless of originating source.

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. 5101, et seq., the Clean Air Act, 42 U.S.C. 7401, et seq., the Federal Water Pollution Control Act, 33 U.S.C. 1251, et seq., the Occupational Safety and Health Act, 29 U.S.C. 651, et seq., the Illinois Environmental Protection Act, 415 ILCS 5/1, et seq., the Illinois Health and Safety Act, 820 ILCS 225/.01, et seq., Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

Law(s): The word "Law" or "Laws," whether or not capitalized, is intended in the broadest possible sense, including without limitation all federal, state and local: statutes; ordinances; codes; rules; regulations; administrative and judicial orders of any kind; requirements and prohibitions of permits, licenses or other similar authorizations of any kind; court decisions; common law; and all other legal requirements and prohibitions.

Routine: As applied to reports or notices, "routine" refers to a report or notice that must be made, submitted or filed on a regular, periodic basis (e.g., quarterly, annually, biennially) and that in no way arises from a spill or other release or any kind, or from an emergency response situation, or from any actual, possible or alleged noncompliance with any Environmental Law.

**3.3.10.2. Joint Ventures**

If Contractor or any Subcontractor is a joint venture, then every party to every such joint venture is deemed a Subcontractor for purposes of this section, which is entitled "Compliance with Environmental Laws and Related Matters" and every subsection thereof.

**3.3.10.3. Compliance With Environmental Laws**

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.10.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.10.5. Proof of Noncompliance; Authority; Cure**

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor, for a violation of any Environmental Law, is sufficient proof of noncompliance, and therefore of an event of default, for purposes of this Contract.

Any citation issued to/against Contractor or any Subcontractor, by any government agent or entity, alleging a violation of any Environmental Law, is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the citation contains or is accompanied by, or the City otherwise obtains, any evidence sufficient to support a reasonable conclusion that a violation has occurred.

Any other evidence of noncompliance with any Environmental Law is sufficient proof of noncompliance for purposes of this Contract, and therefore of an event of default, if the evidence is sufficient to support a reasonable conclusion that noncompliance has occurred.

The CPO shall have the authority to determine whether noncompliance with an Environmental Law has occurred, based on any of the foregoing types of proof. Upon determining that noncompliance has occurred, s/he may in his/her discretion declare an event of default and may in his/her discretion offer Contractor an opportunity to cure the event of default, such as by taking specified actions, which may include without limitation ceasing and desisting from utilizing a Subcontractor.

The CPO may consider many factors in determining whether to declare an event of default, whether to offer an opportunity to cure, and if so any requirements for cure, including without limitation: the seriousness of the noncompliance, any effects of the noncompliance, Contractor's and/or Subcontractor's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's actions or inaction towards preventing future noncompliance.

**3.3.10.6. Copies of Notices and Reports; Related Matters**

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 48 hours of making, submitting or filing the original report.

The requirements of this provision apply, regardless of whether the subject matter of the required notice or report concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.7. Requests for Documents and Information**

If the Commissioner requests documents or information of any kind that directly or indirectly relate(s) to performance of this Contract, Contractor must obtain and provide the requested documents and/or information to the Commissioner within 5 business days.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.8. Environmental Claims and Related Matters**

Within 24 hours of receiving notice of any Environmental Claim, Contractor must submit copies of all documents constituting or relating to the Environmental Claim to the Law Department . Thereafter, Contractor must submit copies of related documents if requested by the Law Department. These requirements apply, regardless of whether the Environmental Claim concerns performance of this Contract.

Failure to comply with any requirement of this provision is an event of default.

**3.3.10.9. Preference for Recycled Materials**

To the extent practicable and economically feasible and to the extent that it does not reduce or impair the quality of any work or services, Contractor must use recycled products in performance of the Contract pursuant to U.S. Environment Protection Agency (U.S. EPA) guidelines at 40 CFR Parts 247-253, which implement section 6002 of the Resource Conservation and Recovery Act, as amended, 42 USC § 6962.

**3.3.10.10. No Waste Disposal in Public Way MCC 11-4-1600(E)**

Contractor warrants and represents that it, and to the best of its knowledge, its Subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the Waste Sections):

- 7-28-390 Dumping on public way;
- 7-28-440 Dumping on real estate without permit;
- 11-4-1410 Disposal in waters prohibited;
- 11-4-1420 Ballast tank, bilge tank or other discharge;
- 11-4-1450 Gas manufacturing residue;
- 11-4-1500 Treatment and disposal of solid or liquid waste;
- 11-4-1530 Compliance with rules and regulations required;
- 11-4-1550 Operational requirements; and
- 11-4-1560 Screening requirements.

During the period while this Contract is executory, Contractor's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Contract, constitutes a breach of and an event of default under this Contract, for which the opportunity to cure, if curable, will be granted only at the sole discretion of the CPO. Such breach and default entitles the City to all remedies under the Contract, at law or in equity.

This section does not limit the Contractor's and its Subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this Contract.

Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Contract, and may further affect the Contractor's eligibility for future contract awards.

### 3.4. Contract Disputes

#### 3.4.1. Procedure for Bringing Disputes to the Department

The Contractor and using Department must attempt to resolve all disputes arising under this Contract in good faith, taking such measures as, but not limited to investigating the facts of the dispute and meeting to discuss the issue(s).

In order to bring a dispute to the Commissioner of a Department, Contractor must provide a general statement of the basis for its claim, the facts underlying the claim, reference to the applicable Contract provisions, and all documentation that describes, relates to and supports the claim. By submitting a Claim, the Contractor certifies that:

- A. The Claim is made in good faith;
- B. The Claim's supporting data are accurate and complete to the best of the person's knowledge and belief;
- C. The amount of the Claim accurately reflects the amount that the claimant believes is due from the City; and
- D. The certifying person is duly authorized by the claimant to certify the Claim.

The Commissioner shall have 30 days from receipt of the Claim to render a written "final decision of the Commissioner" stating the Commissioner's factual and contractual basis for the decision. However, the Commissioner may take an additional period, not to exceed 10 days, to render the final decision. If the Commissioner does not render a "final decision of the Commissioner" within the prescribed time frame, then the Claim should be deemed denied by the Commissioner.

#### 3.4.2. Procedure for Bringing Disputes before the CPO

Only after the Commissioner has rendered a final decision denying the Contractor's claim may a dispute be brought before the CPO.

If the Contractor and using Department are unable to resolve the dispute, prior to seeking any judicial action, the Contractor must and the using Department may submit the dispute the CPO for an administrative decision based upon the written submissions of the parties. The party submitting the dispute to the CPO must include documentation demonstrating its good faith efforts to resolve the dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

The decision of the CPO is final and binding. The sole and exclusive remedy to challenge the decision of the CPO is judicial review by means of a common law writ of certiorari.

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 103, Bid and Bond Room, and on-line at:

[http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute\\_Regulations\\_2002.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf)

### 3.5. Events of Default and Termination

#### 3.5.1. Events of Default

In addition to any breach of contract and events of default described within the Contract Documents, the following constitute an event of default:

- A. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the City.

- B. Contractor's material failure to perform any of its obligations under this Contract including the following:
- C. Failure to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the Services
- D. Failure to have and maintain all professional licenses required by law to perform the Services;
- E. Failure to timely perform the Services;
- F. Failure to perform the Services in a manner reasonably satisfactory to the Commissioner or the CPO or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
- G. Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, Services that are rejected as erroneous or unsatisfactory;
- H. Discontinuance of the Services for reasons within Contractor's reasonable control;
- I. Failure to update promptly EDS(s) furnished in connection with this Contract when the information or responses contained in it or them is no longer complete or accurate;
- J. Failure to comply with any other term of this Contract, including the provisions concerning insurance and nondiscrimination; and
- K. Any change in ownership or control of Contractor without the prior written approval of the CPO, which approval the CPO will not unreasonably withhold.
- L. Contractor's default under any other Contract it may presently have or may enter into with the City during the life of this Contract. Contractor acknowledges and agrees that in the event of a default under this Contract the City may also declare a default under any such other agreements.
- M. Contractor's repeated or continued violations of City ordinances unrelated to performance under the Contract that in the opinion of the CPO indicate a willful or reckless disregard for City laws and regulations.
- N. Contractor's use of a subcontractor that is currently debarred by the City or otherwise ineligible to do business with the City.

### **3.5.2. Cure or Default Notice**

The occurrence of any event of default permits the City, at the City's sole option, to declare Contractor in default.

The CPO will give Contractor written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice").

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

Whether to issue the Contractor a Default Notice is within the sole discretion of the CPO and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Contract

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate

the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

When a Default Notice with intent to terminate is given, Contractor must discontinue any Services, unless otherwise directed in the notice.

### **3.5.3. Remedies**

After giving a Default Notice, the City may invoke any or all of the following remedies:

- A. The right to take over and complete the Services, or any part of them, at Contractor(s) expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the City would have paid Contractor under the terms and conditions of this Contract for the Services that were assumed by the City as agent for Contractor
- B. The right to terminate this Contract as to any or all of the Services yet to be performed effective at a time specified by the City;
- C. The right to seek specific performance, an injunction or any other appropriate equitable remedy;
- D. The right to seek money damages;
- E. The right to withhold all or any part of Contractor's compensation under this Contract;
- F. The right to deem Contractor non-responsible in future contracts to be awarded by the City.

### **3.5.4. Non-Exclusivity of Remedies**

The remedies under the terms of this Contract are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the City considers expedient.

### **3.5.5. City Reservation of Rights**

If the CPO considers it to be in the City(s) best interests, the CPO may elect not to declare default or to terminate this Contract. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Contract, nor does the City waive or relinquish any of its rights.

### **3.5.6. Early Termination**

The City may terminate this Contract, in whole or in part, at any time by a notice in writing from the City to the Contractor. The effective date of termination will be the date the notice is received by the Contractor or the date stated in the notice, whichever is later.

After the notice is received, the Contractor must restrict its activities, and those of its Subcontractors, to activities pursuant to direction from the City. No costs incurred after the effective date of the termination are allowed unless the termination is partial.

Contractor is not entitled to any anticipated profits on services, work, or goods that have not been provided. The payment so made to the Contractor is in full settlement for all services, work or goods satisfactorily provided under this Contract. If the Contractor disputes the amount of compensation determined by the City to be due Contractor, then the Contractor must initiate dispute settlement procedures in accordance with the Disputes provision.

If the City's election to terminate this Contract for default pursuant to the default provisions of the Contract is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be deemed to be an early termination pursuant to this Early Termination provision.

### **3.6. Department-specific Requirements**

Contractor must comply with the relevant user Department's specific requirements in the performance of this Contract if applicable.

#### **3.6.1. Department of Aviation Standard Requirements**

For purposes of this section "Airport" refers to either Midway International Airport or O'Hare International Airport, which are both owned and operated by the City of Chicago.

##### **3.6.1.1. Confidentiality of Airport Security Data**

Contractor has an ongoing duty to protect confidential information, including but not limited to any information exempt from disclosure under the Illinois Freedom of Information Act such as information affecting security of the airport ("Airport Security Data"). Airport Security Data includes any Sensitive Security Information as defined by 49 CFR Part 1520. Contractor acknowledges that information provided to, generated by, or encountered by Contractor may include Airport Security Data. If Contractor fails to safeguard the confidentiality of Airport Security Data, Contractor is liable for the reasonable costs of actions taken by the City, the airlines, the Federal Aviation Administration ("FAA"), or the Transportation Security Administration ("TSA") that the applicable entity, in its sole discretion, determines to be necessary as a result, including without limitation the design and construction of improvements, procurement and installation of security devices, and posting of guards. All Subcontracts or purchase orders entered into by the Contractor, with parties providing material, labor or services to complete the Work, must contain the language of this section. If the Contractor fails to incorporate the required language in all Subcontracts or purchase orders, the provisions of this section are deemed incorporated in all Subcontracts or purchase orders.

##### **3.6.1.2. Aviation Security**

This Contract is subject to the airport security requirements of 49 United States Code, Chapter 449, as amended, the provisions of which govern airport security and are incorporated by reference, including without limitation the rules and regulations in 14 CFR Part 107 and all other applicable rules and regulations promulgated under them. All employees providing services at the City's airports must be badged by the City. (See Airport Security Badges.) Contractor, Subcontractors and the respective employees of each are subject to such employment investigations, including criminal history record checks, as the Administrator of the Federal Aviation Administration ("FAA"), the Under Secretary of the Transportation Security Administration ("TSA"), and the City may deem necessary. Contractor, Subcontractors, their respective employees, invitees and all other persons under the control of Contractor must comply strictly and faithfully with any and all rules, regulations and directions which the Commissioner, the FAA, or the TSA may issue from time to time may issue during the life of this Contract with regard to security, safety, maintenance and operation of the Airport and must promptly report any information regarding suspected violations in accordance with those rules and regulations.

Gates and doors that permit entry into restricted areas at the Airport must be kept locked by Contractor at all times when not in use or under Contractor's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner without delay and must be kept under constant surveillance by Contractor until the malfunction is remedied.

##### **3.6.1.3. Airport Security Badges**

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of

birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

As provided in Aviation Security above, in order for a person to have an Airport Security Badge that allows access to the airfield or aircraft, a criminal history record check (CHRC) conducted by the Department of Aviation will also be required. The CHRC will typically include a fingerprint analysis by the Federal Bureau of Investigation and such other procedures as may be required by the TSA.

Airport Security Badges, Vehicle Permits and Drivers Licenses will only be issued based upon properly completed application forms. Employees or vehicles without proper credentials may be removed from the secured area and may be subject to fine or arrest. Contractor will be jointly and severally liable for any fines imposed on its employees or its Subcontractors employees.

In addition to other rules and regulations, the following rules related to Airport Security Badges, Vehicle Permits and Drivers Licenses must be adhered to:

- A. Each person must wear and display his or her Airport Security Badge on their outer apparel at all times while at the airport.
- B. All individuals operating a vehicle on the Aircraft Operations Area (AOA) must be familiar and comply with motor driving regulations and procedures of the State of Illinois, City of Chicago and the Department of Aviation. The operator must be in possession of a valid, State-issued Motor Vehicle Operators Driver's License. All individuals operating a vehicle on the AOA without an escort must also be in possession of a valid Aviation-issued Airport Drivers Permit.
- C. All operating equipment must have an Airport Vehicle Access Permit affixed to the vehicle at all times while operating on the Airport. All required City stickers and State Vehicle Inspection stickers must be valid.
- D. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the Department of Aviation.
- E. The Contractors personnel who function as supervisors, and those that escort the Contractors equipment/operators to their designated work sites, may be required to obtain an added multi-area access designation on their personnel Airport Security Badge which must also be displayed while on the AOA.

### **3.6.1.4. General Requirements Regarding Airport Operations**

#### **3.6.1.4.1. Priority of Airport Operations**

Where the performance of the Contract may affect airport operation, the Contractor must cooperate fully with the Commissioner and his representatives in all matters pertaining to public safety and airport operation. Whether or not measures are specifically required by this Contract, the Contractor at all times must maintain adequate protection to safeguard aircraft, the public and all persons engaged in the work and must take such precaution as will accomplish such end, without interference with aircraft, the public, or maintenance and operations of the airport.

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the



FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

#### **3.6.1.4.2. Interruption of Airport Operations**

If Contractor requires interruption of Airport facilities or utilities in order to perform work, Contractor must notify the Deputy Commissioner in charge of the project at least five (5) working days in advance of such time and must obtain the Deputy Commissioner's approval prior to interrupting the service. Interruption of service must be kept to an absolute minimum, and to the extent practicable the work which occasions such interruptions must be performed in stages in order to reduce the time of each interruption. In case of interruptions of electrical services, service must be restored prior to sunset of the same day.

Prior to start of work, the Contractor must request of the Deputy Commissioner in charge of the project to provide specific requirements and instructions which are applicable to the particular work site areas, including, but not limited to, areas available for storage of any equipment, materials, tools and supplies needed to perform the work. Contractors must advise the Deputy Commissioner in charge of the project of the volume of equipment, materials, tools, and supplies that will be required in the secured areas of the airport in order to make arrangements for inspection of such equipment, materials, tools, and supplies at a security checkpoint.

#### **3.6.1.4.3. Safeguarding of Airport Property and Operations**

The Contractor must not permit or allow its employees, subcontractors, material men, invitees or any other persons over whom Contractor has control to enter or remain upon, or to bring or permit any equipment, materials, tools, or supplies to remain upon any part of the work site if any hazard to aircraft, threat to airport security, or obstruction of airport maintenance and operations, on or off the ground, would be created in the opinion of either the Commissioner or the Deputy Commissioner. Contractors must safeguard, and may be required to account for, all items brought beyond a security checkpoint, especially with respect to tools used in a terminal building.

#### **3.6.1.4.4. Work on the Airfield**

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

For any work on the airfield, the Contractor must furnish aircraft warning flags, colored orange and white, in two sizes, one size 2' x 3' for hand use, and one size 3' x 5'. Each separate group or individual in all work areas, regardless of whether or not near runways, taxiways or aprons, must display a flag which must be maintained vertical at all times. Each truck or other piece of equipment of the Contractor must have attached to it, in a vertical and clearly visible position, a warning flag of the larger size. Except as otherwise agreed by the Commissioner or his designee, all cranes or booms used for construction work on the airfield must be lowered to ground level and moved 200 feet off the runways, taxiways and aprons during all hours of

darkness and during all daylight hours when the aircraft ceiling is below the minimums specified in this section.

The Contractor acknowledges the importance of fully complying with the requirements of this section in order to protect aircraft and human life, on or off the ground. Failure on the part of the Contractor to perform the work in accordance with the provisions of this section and to enforce same with regard to all subcontractors, material men, laborers, invitees and all other persons under the Contractor's control is an event of default.

#### **3.6.1.4.5. Parking Restrictions**

Prior to commencing work, the Contractor must provide the Deputy Commissioner in charge of the project with an estimate of the number of vehicles that will require parking. Contractors are encouraged to provide employee parking elsewhere and shuttle their employees to the work site. The Department of Aviation may, but is not required to, provide parking areas for a limited number of vehicles in designated storage areas. All other vehicles must be parked in the public parking lots at the Airport, and there will be no reduced rate or complimentary parking for such vehicles. Employees must not, at any time, park their personal automobiles, no matter how short the duration, in any drive, road, or any other non-parking lot location at the airport. Such vehicles will be subject to immediate towing at the employees expense.

#### **3.6.1.5. General Civil Rights (Airport and Airway Improvement Act of 1982, Section 520)**

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

### **3.6.2. Emergency Management and Communications (OEMC) Security Requirements**

#### **3.6.2.1. Identification of Workers and Vehicles**

All employees and vehicles working within O.E.M.C facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Executive Director, as required. Contractor, Subcontractors, and employees must return identification material to the Executive Director upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Executive Director after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to O.E.M.C Security.

#### **3.6.2.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Office of Emergency Management and Communications (O.E.M.C) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Executive Director of the Office of Emergency Management and Communications and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Executive Director of the Office of Emergency Management and Communications has the right to require the Contractor to supply or provide access to any additional information the Executive Director deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the O.E.M.C facility consenting to the searches described in this Section.

The Executive Director may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Executive Director relating to any threat to O.E.M.C infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

Each employee whom Contractor wishes to have access to an O.E.M.C facility must submit a signed, completed "Area Access Application" to the O.E.M.C to receive a O.E.M.C Security Badge. If Contractor wishes a vehicle to have access to a O.E.M.C facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Executive Director may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at O.E.M.C facilities and all vehicles to be used on the job site. The Executive Director may grant or deny the application in his sole discretion. The Contractor must make available to the Executive Director, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Executive Director's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Executive Director. Contractor must provide the City, at its request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

#### **3.6.2.3. Security Badges and Vehicle Permits**

O.E.M.C Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on O.E.M.C property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the O.E.M.C Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Executive Director and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting O.E.M.C facilities, and all employees and other individuals entering or exiting O.E.M.C facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Executive Director may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on O.E.M.C property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.

- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Executive Director. The Executive Director may deny access when, in his sole discretion, the vehicle or individual poses some security risk to O.E.M.C.

#### **3.6.2.4. Gates and Fences**

Whenever the Contractor receives permission to enter O.E.M.C property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with O.E.M.C design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Executive Director's approval and armed as deemed necessary by the Executive Director, at the gates when the gates are in use. O.E.M.C Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by O.E.M.C personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near O.E.M.C security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Executive Director.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Executive Director, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Executive Director, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.2.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on O.E.M.C property. Alcoholic beverages are also prohibited.

#### **3.6.3. Chicago Police Department Security Requirements**

As part of Police operations and security, the Contractor must obtain from the Police Department, Security Badges for each of its employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at any Police Department facility. No person will be allowed beyond security checkpoints without a valid Security Badge. Each such person must submit signed and properly completed application forms to receive Security Badges. The application forms will solicit such information as the Superintendent may require; including but not limited to name, address, date of birth (driver's license). The Contractor is responsible for requesting and completing the form for each employee and subcontractors employee. The Superintendent may grant or deny the application in his sole discretion. The Contractor must make available to the Superintendent, within one (1) day of request, the personnel file of any employee who will be working on the project.

In addition to other rules and regulations, the following rules related to Security Badges, must be adhered to:

- A. Each person must wear and display his or her Security Badge on their outer apparel at all times while at any Chicago Police Department facility.
- B. Individuals must remain within their assigned area unless otherwise instructed by the Chicago Police Department.

### **3.6.4. Department of Water Management ("DOWM") Security Requirements**

#### **3.6.4.1. Identification of Workers and Vehicles**

All employees and vehicles working within DOWM facilities must be properly identified. All vehicles and personnel passes will be issued to the Contractor by the Commissioner, as required.

Contractor, Subcontractors, and employees must return identification material to the Commissioner upon completion of their respective work within the Project, and in all cases, the Contractor must return all identification material to the Commissioner after completion of the Project. Final Contract Payment will not be made until all passes issued have been returned to DOWM Security.

#### **3.6.4.2. Access to Facilities**

For purposes of this section, "employee" refers to any individual employed or engaged by Contractor or by any Subcontractor. If the Contractor, or any employee, in the performance of this Contract, has or will have access to a Department of Water Management (DOWM) facility, the City may conduct such background and employment checks, including criminal history record checks and work permit documentation, as the Commissioner of the Department of Water Management and the City may deem necessary, on the Contractor, any Subcontractor, or any of their respective employees. The Commissioner of the Department of Water Management has the right to require the Contractor to supply or provide access to any additional information the Commissioner deems relevant. Before beginning work on the project, Contractor must:

Provide the City with a list of all employees requiring access to enable the City to conduct such background and employment checks;

Deliver to the City consent forms signed by all employees who will work on the project consenting to the City's and the Contractor's performance of the background checks described in this Section; and

Deliver to the City consent forms signed by all employees who will require access to the DOWM facility consenting to the searches described in this Section.

The Commissioner may preclude Contractor, any Subcontractor, or any employee from performing work on the project. Further, the Contractor must immediately report any information to the Commissioner relating to any threat to DOWM infrastructure or facilities or the water supply of the City and must fully cooperate with the City and all governmental entities investigating the threat. The Contractor must, notwithstanding anything contained in the Contract Documents to the contrary, at no additional cost to the City, adhere, and cause its Subcontractors to adhere, to any security and safety guidelines developed by the City and furnished to the Contractor from time to time during the term of the Contract and any extensions of it.

#### **3.6.4.3. Security Badges and Vehicle Permits**

Each employee whom Contractor wishes to have access to a DOWM facility must submit a signed, completed "Area Access Application" to the DOWM to receive a DOWM Security Badge. If Contractor wishes a vehicle to have access to a DOWM facility, Contractor must submit a vehicle access application for that vehicle. The applications will solicit such information as the Commissioner may require in his discretion, including name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing these forms for each employee who will be working at DOWM facilities and all vehicles to be used on the job site. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one (1) day of request, the personnel file of any employee who will be working on the project.

At the Commissioner's request, the Contractor and Subcontractor must maintain an employment history of employees going back five years from the date Contractor began Work or Services on the project. If requested, Contractor must certify that it has verified the employment history as required on the form designated by the Commissioner. Contractor must provide the City, at its

request, a copy of the employment history for each employee. Employment history is subject to audit by the City.

DOWM Security Badges and Vehicle Permits will only be issued based upon properly completed Area Access Application Forms. Employees or vehicles without proper credentials will not be allowed on DOWM property.

The following rules related to Security Badges and Vehicle Permits must be adhered to:

- A. Each employee must wear and display the DOWM Security Badge issued to that employee on his or her outer apparel at all times.
- B. At the sole discretion of the Commissioner and law enforcement officials, including but not limited to the Chicago Police Department, Cook County Sheriffs Office, Illinois State Police or any other municipal, state or federal law enforcement agency, all vehicles (and their contents) are subject to interior and/or exterior inspection entering or exiting DOWM facilities, and all employees and other individuals entering or exiting DOWM facilities are subject to searches. Vehicles may not contain any materials other than those needed for the project. The Commissioner may deny access to any vehicle or individual in his sole discretion.
- C. All individuals operating a vehicle on DOWM property must be familiar and comply with motor driving regulations and procedures of the State of Illinois and the City of Chicago. The operator must be in possession of a valid, state-issued Motor Vehicle Operator's Driver License.
- D. All required City stickers and State Vehicle Inspection stickers must be valid.
- E. Individuals must remain within their assigned area and haul routes unless otherwise instructed by the City.
- F. Access to the Work sites will be as shown or designated on the Contract Documents Drawings or determined by the Commissioner. The Commissioner may deny access when, in his sole discretion, the vehicle or individual poses some security risk to DOWM.

#### **3.6.4.4. Gates and Fences**

Whenever the Contractor receives permission to enter DOWM property in areas that are exit/entrance points not secured by the City, the Contractor may be required to provide gates that comply with DOWM design and construction standards. Contractor must provide a licensed and bonded security guard, subject to the Commissioner's approval and armed as deemed necessary by the Commissioner, at the gates when the gates are in use. DOWM Security will provide the locks. Failure to provide and maintain the necessary security will result in an immediate closure by DOWM personnel of the point of access.

Stockpiling materials and parking of equipment or vehicles near DOWM security fencing is prohibited.

Any security fencing, gates, or alarms damaged by the Contractor or its Subcontractors must be manned by a licensed and bonded security guard of the Contractor at Contractor's expense until the damaged items are restored. Contractor must restore them to their original condition within an eight (8) hour period from the time of notice given by the Commissioner.

Temporary removal of any security fencing, gate or alarm to permit construction must be approved by the Commissioner, and Contractor must man the site by a licensed and bonded security guard, approved by and armed as deemed necessary by the Commissioner, at Contractor's expense, on a twenty-four (24) hour basis during the period of temporary removal. Contractor must restore the items removed to their original condition when construction is completed.

#### **3.6.4.5. Hazardous or Illegal Materials**

Unauthorized hazardous or illegal materials, including but not limited to hazardous materials as defined in 49 C.F.R. Parts 100-185 (e.g. explosives, oxidizers, radiological materials, infectious materials), contraband, firearms and other weapons, illegal drugs and drug paraphernalia, may not be taken on DOWM property. Alcoholic beverages are also prohibited.

### **ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES**

#### **4.1. Providing Services**

The Contractor must not honor any verbal requests for Services or perform or bill for any Services without receipt of a written Purchase Order issued by the Department. Any work performed by the Contractor without a written Purchase Order is done at the Contractor's risk. Consequently, in the event a written Purchase Order is not provided by the City, the Contractor releases the City from any liability whatsoever to pay for any work performed provided without a Purchase Order.

#### **4.2. Standard of Performance**

Contractor must perform all Services required of it under this Contract with that degree of skill, care and diligence normally shown by a Contractor in the community performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Contract. Contractor acknowledges that it may be entrusted with or may have access to valuable and confidential information and records of the City and with respect to that information only, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must ensure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide the City copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its Subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Department and delivered in a timely manner consistent with the requirements of this Contract.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Contract, at law or in equity.

Contractor shall not have control over, or charge of, and shall not be responsible for, construction means, methods, schedules, or delays, or for safety precautions and programs in connection with construction work performed by others.

To the extent they exist, the City may furnish structural, mechanical, chemical, air, and water pollution and hazardous materials tests, and other laboratory and environmental tests, inspections, and reports required by law or by authorities having jurisdiction over any work, or reasonably requested by Contractor.

In the event Contractor's Services include any remodeling, alteration, or rehabilitation work, City acknowledges that certain design and technical decisions shall be made on assumptions based on available documents and visual observations of existing conditions.

#### **4.3. Deliverables**

In carrying out its Services, Contractor must prepare or provide to the City various Deliverables. "Deliverables" include work product, produced by Contractor, including but not limited to written reviews, reports, recommendations, charts, analysis, designs, plans, specifications, drawings, or other similar products.

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which

the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose for the benefit of the City and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Contract and the City's acceptance of partial or incomplete Deliverables in no way relieves Contractor of its commitments under this Contract.

#### **4.4. Additional Services**

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 3.1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

#### **4.5. Timeliness of Performance**

Contractor must provide the Services and Deliverables within the term and within the time limits required under this Contract, pursuant to Detailed Specifications or as specified in the applicable Task Order or Purchase Order. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits may result in economic or other losses to the City.

Neither Contractor nor its agents, employees or Subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

#### **4.6. Suspension**

The City may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Contractor upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions of this Contract.

No suspension of this Contract is permitted in the aggregate to exceed a period of 45 days within any one year of this Contract. If the total number of days of suspension exceeds 45 days, Contract by written notice to the City may treat the suspension as an early termination of this Agreement under the "Standard Terms and Conditions."

#### **4.7. Personnel**

##### **4.7.1. Adequate Staffing**

Contractor must, upon receiving a fully executed copy of this Contract, assign and maintain during the term of this Contract and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned to perform the Services. The level of staffing may be revised from time to time by notice in writing from Contractor to the City with a detailed explanation and/or justification only with prior written consent of the Commissioner, which consent the Commissioner will not withhold unreasonably. The City may also from time to time request that the Contractor adjust staffing levels to reflect workload and level of required Services or Additional Services.

##### **4.7.2. Key Personnel**



In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract. Notwithstanding the foregoing, Contractor may terminate Key Personnel without the consent of the Commissioner.

#### **4.7.3. Salaries and Wages**

Contractor and any subcontractors must pay all salaries and wages due all employees performing Services under this Contract unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Contract Contractor underpays any such salaries or wages, the Comptroller for the City may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this paragraph is solely for the benefit of the City and that it does not grant any third party beneficiary rights.

#### **4.8. Ownership of Documents**

Except as otherwise agreed to in advance by the Commissioner in writing, all Deliverables, data, findings or information in any form prepared or provided by Contractor or provided by City under this Contract are property of the City, including all copyrights inherent in them or their preparation. During performance of its Services, Contractor is responsible for any loss or damage to the Deliverables, data, findings or information while in Contractor's or any Subcontractor's possession. Any such lost or damaged Deliverables, data, findings or information must be restored at Contractor's expense. If not restorable, Contractor must bear the cost of replacement and of any loss suffered by the City on account of the destruction. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed to be a transfer of rights which are not owned by Contractor.

#### **4.9. Copyright Ownership and other Intellectual Property**

Contractor and the City intend that, to the extent permitted by law, the Deliverables to be produced by Contractor at the City's instance and expense under this Contract are conclusively considered "works made for hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101 et seq., and that the City will be the sole copyright owner of the Deliverables and of aspects, elements and components of them in which copyright can subsist, and which are owned and transferable by, and of all rights to apply for copyright registration or prosecute any claim of infringement. To the extent that any Deliverable does not qualify as a "work made for hire", Contractor hereby irrevocably grants, conveys, bargains, sells, assigns, transfers and delivers to the City, its successors and assigns, all right, title and interest in and to the copyright and all U.S. and foreign copyright registrations, copyright applications and copyright renewals for them, and other intangible, intellectual property embodied in or pertaining to the Deliverables prepared for the City under this Contract and all goodwill relating to them, free and clear of any liens, claims or other encumbrances, to the fullest extent permitted by law. Notwithstanding the foregoing, Contractor shall retain all rights to its standard details and specifications and proprietary software, and nothing in this section shall be construed as a transfer of rights, which are not owned by Contractor. Contractor shall have no liability or duty whatsoever for any modification or change of the Deliverables or work, without Contractor's direct involvement and consent.

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b) Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 4.2 of this Contract, and (f) the Deliverables will constitute works of original authorship.

#### **4.9.1. Patents**

If any invention, improvement, or discovery of the Contractor or its Subcontractors is conceived or first actually reduced to practice during performance of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Contractor must notify the City immediately and provide the City a detailed report regarding such invention, improvement, or discovery. If the City determines that patent protection for such invention, improvement, or discovery should be sought, Contractor agrees to seek patent protection for such invention, improvement, or discovery and to fully cooperate with the City throughout the patent process. The Contractor must transfer to the City, at no cost, the patent in any invention, improvement, or discovery developed under this Contract and any patent rights to which the Contractor purchases ownership with funds provided to it under this Contract.

#### **4.9.2. Indemnity**

Without limiting any of its other obligations under this Contract and in addition to any other obligations to indemnify under this Contract, Contractor must, upon request by the City, indemnify, save, and hold harmless the City, and if this Contract is federally funded the Federal Government, and their respective officers, agents, and employees acting within the scope of their original duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use or disposition of any Deliverables furnished under the Contract. The Contractor is not required to indemnify the City or Federal Government for any such liability arising out of the wrongful acts of employees or agents of the City or Federal Government.

#### **4.10. Approvals**

Whenever Contractor is required to obtain prior written approval, the effect of any approval that may be granted pursuant to Contractor's request is prospective only from the later of the date approval was requested or the date on which the action for which the approval was sought is to begin. In no event is approval permitted to apply retroactively to a date before the approval was requested.

#### **4.11. Cooperation**

Contractor must at all times cooperate fully with the City and act in the City's best interests. If this Contract is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the services, if any, orderly demobilization of its own operations in connection with the services, uninterrupted provision of services during any transition period and must otherwise comply with the reasonable requests and requirements of the City in connection with the termination or expiration.

#### **4.12. Compliance with the Americans with Disabilities Act and Other Laws Concerning Accessibility**

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility

Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

#### 4.13. Reimbursement for Travel

In the event that reimbursable travel is required for this contract and authorized by the City, any travel expenses will be reimbursed only in accordance with the then-current City of Chicago Travel Reimbursement Guidelines. The Guidelines may be downloaded from the Internet at: <http://www.cityofchicago.org/Forms>. The direct link is: [http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago\\_TravelGuidelines.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/Forms/CityofChicago_TravelGuidelines.pdf).

#### 4.14. Multi Project Labor Agreement (PLA)

The City has entered into the PLA with various trades regarding projects involving construction, demolition, maintenance, rehabilitation, and/or renovation work, as described in the PLA, a copy of which may be found on the City's website at: <http://www.cityofchicago.org/dam/city/depts/dps/RulesRegulations/Multi-ProjectLaborAgreement-PLAandSignatoryUnions.pdf>.

To the extent that this Contract involves a project that is subject to the PLA, Contractor acknowledges familiarity with the requirements of the PLA and its applicability to any Work under this Contract, and shall comply in all respects with the PLA.

### ARTICLE 5. SCOPE OF WORK AND DETAILED SPECIFICATIONS

#### 5.1. Scope of Services

This Contract is for Property Management and Event Support for Millennium Park and Various DCASE Properties.

More specifically, the Services that Contractor must provide are described in **Exhibit 1**, "Scope of Services and Time Limits for Performance."

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Contract.

#### 5.2. List of Key Personnel

Neal Speers, Project Manager

Jonathan Scott, Private Events Manager

Peter Moreau, Director of Security

Jose Bahena, Operations Manager

Robert Reinard, Operations Manager

Louis Walls, Operations Manager

Lara Ziemba, Private Events Manager

Edward Clark Hayes Jr, Program Production Manager

#### 5.3. Term of Performance

This Contract takes effect as of the Effective Date and continues for 60 months, unless terminated earlier or extended pursuant to the terms of this contract.

The City will establish the start and expiration dates at the time of formal award and release of this contract.

#### 5.4. **Contract Extension Option**

The City has the option to extend the term of this Contract for three additional 12-month terms or a single additional 36-month term beyond the 60-month term set forth above, subject to acceptable performance by the Contractor and contingent upon the appropriation of sufficient funds for the procurement of services provided for in this Contract.

Before expiration of the then current term, the Chief Procurement Officer will give the Contractor notice, in writing, that the City is exercising its option to renew the Contract for the approaching option period. The date on which the Chief Procurement Officer gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service.

The 181 day extension for the purposes of providing continuity of service, described in the Standard Terms and Conditions article of this Contract, may be exercised in lieu of an option period or following the exhaustion of all option periods and does not require formal amendment of the Contract.

#### 5.5. **Payment**

##### 5.5.1. **Basis of Payment**

The City will pay Contractor according to the Schedule of Compensation in the attached **Exhibit 2** for the completion of the Services in accordance with this Agreement, including the standard of performance found in "Special Conditions for Professional Services Contracts," above.

##### 5.5.2. **Method of Payment**

Contractor must submit monthly invoices to the City for costs billed, as outlined in the Schedule of Compensation in **Exhibit 2**. The invoices must be in such detail as the City requests. The City will process payment within 60 days after receipt of invoices and all supporting documentation necessary for the City to verify the Services provided under this Agreement.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

##### 5.5.3. **Centralized Invoice Processing**

Unless stated otherwise in the Detailed Specifications, this Contract is subject to Centralized Invoice Processing ("CIP"). Invoices must be submitted directly to the Comptroller's office by US Postal Service mail to the following address as appropriate:

*Invoices for any City department other than the Department of Aviation:*

Invoices  
City of Chicago, Office of the City Comptroller  
121 N. LaSalle St., Room 700, City Hall  
Chicago, IL 60602

*Invoices for the Department of Aviation:*

Chicago Department of Aviation  
10510 W. Zemke Blvd.  
P.O. Box 66142  
Chicago, IL 60666  
Attn: Finance Department

OR

Invoices for any department, including Aviation, may be submitted via email to: [invoices@cityofchicago.org](mailto:invoices@cityofchicago.org) with the word "INVOICE" in the subject line.

All invoices must be signed, marked "original," and include the following information or payment will be delayed:

- Invoice number and date
- Contract/Purchase Order number
- Blanket Release number (if applicable)
- Vendor name and/or number
- Remittance address
- Name of City Department that ordered the goods or services
- Name and phone number of your contact at the ordering department
- Invoice quantities, commodity codes, description of deliverable(s)
- Amount due
- Receipt number (provided by the ordering department after delivery of goods/services)

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Compensation Schedule.

If applicable, if invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date, and Price List/Catalog page number on the invoice.

Invoices for over-shipments or items with price/wage escalations will be rejected unless the Contract includes a provision for such an adjustment.

Freight, handling and shipping costs are not to be invoiced; deliveries are to be made F.O.B., City of Chicago. The City of Chicago is exempt from paying State of Illinois sales tax and Federal excise taxes on purchases.

Contractor must not submit invoices for less than \$500 unless a particular invoice is for last payment related to closeout of services.

#### **5.5.4. Criteria for Payment**

The reasonableness, allocability, and allowability of any costs and expenses charged by Contractor under this contract will be determined by the Chief Procurement Officer and the Commissioner in their sole discretion.

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

#### **5.6. Funding**

The source of funds for payments under this Contract is Fund number 015.0355.232015.9288. Payments under this Agreement must not exceed \$ 48,966,864.00 without a written amendment in accordance with the Amendments section of the "Standard Terms and Conditions" above. Funding for this Contract is subject to the availability of funds and their appropriation by the City Council of the City.



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**Fax: 312-744-3281**

**MBE & WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS**

**ARTICLE 6. SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES**

**6.1. Policy and Terms**

It is the policy of the City of Chicago that Local Businesses certified as Minority Owned Business Enterprises (MBE) and Women Owned Business Enterprises (WBE) in accordance with Section 2-92-420 et seq. of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses and all other Regulations promulgated under the aforementioned sections of the Municipal Code, as well as MBEs and WBEs certified by Cook County, Illinois, will have full and fair opportunities to participate fully in the performance of this contract. Therefore, the Contractor will not discriminate against any person or business on the basis of race, color, sex, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status or source of income and will take affirmative action to ensure that women and minority businesses will have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Pursuant to Section 2-92-430 of the Municipal Code of Chicago, the Chief Procurement Officer has established a goal of awarding not less than 25% of the annual dollar value of all non-construction contracts to certified MBEs and 5% of the annual dollar value of all non-construction contracts to certified WBEs.

Accordingly, the Contractor commits to make Good Faith Efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded, for contract participation by MBEs and WBEs:

MBE Percentage	WBE Percentage
20%	7%

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by the indirect participation of MBEs or WBEs in other aspects of the Contractor's business (but no dollar of such indirect MBE or WBE participation will be credited more than once against a Contractor's MBE or WBE commitment with respect to all government Contracts of such Contractor), or by any combination of the foregoing.

**Note:** MBE/WBE participation goals are separate and those businesses certified with the City of Chicago as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

As noted above, the Contractor may meet all or part of this commitment by contracting with MBEs or WBEs for the provision of goods or services not directly related to the performance of this Contract. However, in determining the manner of MBE/WBE participation, the Contractor will first consider involvement of MBEs/WBEs as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this Contract. In appropriate cases, the Chief Procurement Officer will require the

Contractor to demonstrate the specific efforts undertaken by it to involve MBEs and WBEs directly in the performance of this Contract.

The Contractor also may meet all or part of this commitment through credits received pursuant to Section 2-92-530 of the Municipal Code of Chicago for the voluntary use of MBEs or WBEs in private sector contracts.

Pursuant to 2-92-535, the prime contractor may apply be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentor agreement with the contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

## 6.2. Definitions

**"Area of Specialty"** means the description of an MBE or WBE firm's business which has been determined by the Chief Procurement Officer to be most reflective of the MBE or WBE firm's claimed specialty or expertise. Each MBE/WBE letter of certification contains a description of the firm's Area of Specialty. This information is also contained in the Directory (defined below). Credit toward this Contract's MBE and WBE participation goals shall be limited to the participation of firms performing within their Area of Specialty.

**NOTICE:** *The City of Chicago does not make any representation concerning the ability of any MBE/WBE to perform work within their Area of Specialty. It is the responsibility of all contractors to determine the capability and capacity of MBEs/WBEs to satisfactorily perform the work proposed.*

**"B.E.P.D."** means an entity certified as a Business enterprise owned or operated by people with disabilities as defined in MCC Section 2-92-586.

**"Bid"** means a bid, proposal, or submittal detailing a description of the services or work to be provided by the contractor in response to a bid solicitation, request for proposal, request for qualification of task order request (issued in accordance with the Master Consulting Agreement) that is issued by the City.

**"Bidder"** means any person or business entity that submits a bid, proposal, qualification or submittal that seeks to enter into a contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

**"Broker"** means a person or entity that fills orders by purchasing or receiving supplies from a third party supplier rather than out of its own existing inventory and provides no commercially useful function other than acting as a conduit between his or her supplier and his or her customer.

**"Chief Procurement Officer" or "CPO"** means the chief procurement officer of the City of Chicago or his or her designee.

**"Commercially Useful Function"** means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

**"Contract Specific Goals"** means the subcontracting goals for MBE and WBE participation established for a particular contract.

**"Contractor"** means any person or business entity that has entered into a contract with the City as described herein, and includes all partners, affiliates, and joint ventures of such person or entity.

**"Direct Participation"** the value of payments made to MBE or WBE firms for work that is performed in their Area of Specialty directly related to the performance of the subject matter of the Contract will count as Direct Participation toward the Contract Specific Goals.

**"Directory"** means the Directory of Certified "Minority Business Enterprises" and "Women Business Enterprises" maintained and published by the City of Chicago. The Directory identifies firms that have been certified as MBEs and WBEs, and includes both the date of their last certification and the area of specialty in which they have been certified. Contractors are responsible for verifying the current certification status of all proposed MBE, and WBE firms.

**"Good Faith Efforts"** means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that the CPO or his or her designee has determined, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program's requirements.

**"Indirect Participation"** refers to the value of payments made to MBE or WBE firms for work that is done in their Area of Specialty related to other aspects of the Contractor's business. (Note: no dollar of such indirect MBE or WBE participation shall be credited more than once against a contractor's MBE or WBE commitment with respect to all government contracts held by that contractor.)

**"Joint venture"** means an association of a MBE or WBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which each joint venture partner contributes property, capital, efforts, skills and knowledge, and in which the MBE or WBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest.

**"Mentor-Protégé Agreement"** means an agreement between a prime and MBE or WBE subcontractor pursuant to MCC 2-92-535, that is approved by the City of Chicago and complies with all requirements of MCC 2-92-535 and any rules and regulations promulgated by the Chief Procurement Officer.

**"Minority Owned Business Enterprise" or "MBE"** means a firm awarded certification as a minority owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a minority owned and controlled business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

**"Municipal Code of Chicago" or "MCC"** means the Municipal Code of the City of Chicago.

**"Supplier" or "Distributor"** refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of a contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

**"Women Owned Business Enterprise" or "WBE"** means a firm awarded certification as a women owned and controlled business in accordance with City Ordinances and Regulations as well as a firm awarded certification as a women owned business by Cook County, Illinois. However, it does not mean a firm that has been found ineligible or which has been decertified by the City or Cook County.

### 6.3. **Joint Ventures**

The formation of joint ventures to provide MBEs and WBEs with capacity and experience at the prime contracting level, and thereby meet Contract Specific Goals (in whole or in part) is encouraged. A joint venture may consist of any combination of MBEs, WBEs, and non-certified firms as long as one member is an MBE or WBE.

- a. The joint venture may be eligible for credit towards the Contract Specific Goals only if:
  - i. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;



- ii. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
  - iii. Each joint venture partner executes the bid to the City; and
  - iv. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items i, ii, and iii above in this Paragraph a.
- b. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

The joint venture may receive MBE or WBE credit for work performed by the MBE or WBE joint venture partner(s) equal to the value of work performed by the MBE or WBE with its own forces for a distinct, clearly defined portion of the work.

Additionally, if employees of the joint venture entity itself (as opposed to employees of the MBE or WBE partner) perform the work, then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.

The Chief Procurement Officer may also count the dollar value of work subcontracted to other MBEs and WBEs. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the Contract Specific Goals.

c. **Schedule B: MBE/WBE Affidavit of Joint Venture**

Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. These documents must both clearly evidence that the MBE or WBE joint venture partner(s) will be responsible for a clearly defined portion of the work to be performed, and that the MBE's or WBE's responsibilities and risks are proportionate to its ownership percentage. The proposed joint venture agreement must include specific details related to:

- i. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;
- ii. Work items to be performed by the MBE's or WBE's own forces and/or work to be performed by employees of the newly formed joint venture entity;
- iii. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
- iv. The MBE's or WBE's commitment of management, supervisory, and operative personnel to the performance of the contract.

**NOTE:** Vague, general descriptions of the responsibilities of the MBE or WBE joint venture partner do not provide any basis for awarding credit. For example, descriptions such as "participate in the budgeting process," "assist with hiring," or "work with managers to improve customer service" do not identify distinct, clearly defined portions of the work. Roles assigned should require activities that are performed on a regular, recurring basis rather than as needed. The roles must also be pertinent to the nature of the business for which credit is being sought. For instance, if the scope of work required by the City entails the delivery of goods or services to various sites in the City, stating that the MBE or WBE joint venture partner will be

responsible for the performance of all routine maintenance and all repairs required to the vehicles used to deliver such goods or services is pertinent to the nature of the business for which credit is being sought.

#### 6.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

Refer to this section when preparing the MBE/WBE compliance plan and completing Schedule D-1 for guidance on what value of the participation by MBEs and WBEs will be counted toward the stated Contract Specific Goals. The "Percent Amount of Participation" depends on whether and with whom a MBE or WBE subcontracts out any portion of its work and other factors.

Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals. For example, a firm that is certified as both a MBE and a WBE may only be listed on the bidder's compliance plan under one of the categories, but not both. Only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.

- ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
  - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
  - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **6.5. Regulations Governing Reductions to or Waiver of MBE/WBE Goals**

The following Regulations set forth the standards to be used in determining whether or not a reduction or waiver of the MBE/WBE commitment goals of a particular contract is appropriate. If a bidder determines that it is unable to meet the MBE and/or WBE Contract-Specific Goals on a City of Chicago contract, a written request for the reduction or waiver of the commitment must be included in the bid or proposal.

The written request for reduction or waiver from the commitment must be in the form of a signed petition for grant of relief from the MBE/WBE percentages submitted on the bidder's letterhead, and must demonstrate that all required efforts as set forth in this document were taken to secure eligible Minority and Women Business Enterprises to meet the commitments. The Chief Procurement Officer or designee shall determine whether the request for the reduction or waiver will be granted.

A bidder will be considered responsive to the terms and conditions of these Regulations if, at the time of bid, it submits a waiver request and all supporting documentation that adequately addresses the conditions for waiver of MBE/WBE goals, including proof of notification to assist agencies except:

- Bidders responding to Request for Proposals (RFPs) who have been identified as a short listed candidate and/or a prospective awardee will be given a designated time allowance, but no more than fourteen (14) calendar days to submit to the Department of Procurement Services complete documentation that adequately addresses the conditions for waiver described herein; and
- Bidders responding to Request for Information and or Qualifications (RFI/RFQs) deemed by the Chief Procurement Officer or authorized designee to be the most responsive and responsible shall submit documentation that adequately addresses the conditions for waiver described herein during negotiations.

Failure to submit documentation sufficient to support the waiver request will cause the bid/proposal to be found non-responsive by the Chief Procurement Officer, and the bid/proposal will be rejected. In such cases the remedies to be taken by the Chief Procurement Officer, in his or her discretion, may include, but are not limited to, forfeiture of bid deposit; negotiating with the next lowest bidder; or re-advertising the bid/proposal. All bidders must submit all required documents at the time of bid opening to expedite the contract award.

#### **6.5.1. Direct / Indirect Participation**

Each of the following elements must be present in order to determine whether or not such a reduction or waiver is appropriate.

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
  1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
  2. A listing of all MBE/WBE firms contacted that includes:
    - Name, address, telephone number and email of MBE/WBE firms solicited;
    - Date and time of contact;
    - Method of contact (written, telephone, transmittal of facsimile documents, email, etc.)
  3. Copies of letters or any other evidence of mailing that substantiates outreach to MBE/WBE vendors that includes:
    - Project identification and location;
    - Classification/commodity of work items for which quotations were sought;
    - Date, item and location for acceptance of subcontractor bid proposals;
    - Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
    - Affirmation that Good Faith Efforts have been demonstrated by:
      - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
      - not imposing any limiting conditions which were not mandatory for all subcontractors;

- providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

**OR**

- b. Subcontractor participation will be deemed excessively costly when the MBE/WBE subcontractor proposal exceeds the average price quoted by more than twenty percent (20%). In order to establish that a subcontractor's quote is excessively costly, the bidder must provide the following information:
1. A detailed statement of the work identified for MBE/WBE participation for which the bidder asserts the MBE/WBE quote(s) were excessively costly (in excess of 20% higher).
    - A listing of all potential subcontractors contacted for a quotation on that work item;
    - Prices quoted for the subcontract in question by all such potential subcontractors for that work item.
  2. Other documentation which demonstrates to the satisfaction of the Chief Procurement Officer that the MBE/WBE proposals are excessively costly, even though not in excess of 20% higher than the average price quoted. This determination will be based on factors that include, but are not limited to the following:
    - The City's estimate for the work under a specific subcontract;
    - The bidder's own estimate for the work under the subcontract;
    - An average of the bona fide prices quoted for the subcontract;
    - Demonstrated increase in other contract costs as a result of subcontracting to the M/WBE or other firm.

**6.5.2. Assist Agency Participation in waiver/reduction requests**

Every waiver and/or reduction request must include evidence that the bidder has provided timely notice of the need for subcontractors to an appropriate association/assist agency representative of the MBE/WBE business community. This notice must be given at least five (5) business days in advance of the initial bid due date.

The notice requirement of this Section will be satisfied if a bidder contacts at least one of the associations on Attachment A to these Regulations when the prime contractor seeks a waiver or reduction in the utilization goals. Attachment B to these Regulations provides the letter format that a prime contractor may use. Proof of notification prior to bid submittal (e.g. certified mail receipt or facsimile transmittal receipt) will be required to be submitted with the bid for any bid/proposal to be deemed responsive. If deemed appropriate, the Contract Compliance Officer may contact the assist agency for verification of notification.

**6.5.3. Impracticability**

If the Chief Procurement Officer determines that a lesser MBE and/or WBE percentage standard is appropriate with respect to a particular contract subject to competitive bidding prior to the bid solicitations for such contract, bid specifications shall include a statement of such revised standard.

The requirements set forth in these Regulations (this subsection 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals") shall not apply where the Chief Procurement Officer determines prior to the bid solicitations that MBE/WBE subcontractor participation is impracticable.

This may occur whenever the Chief Procurement Officer determines that for reasons of time, need, industry practices or standards not previously known by the Chief Procurement Officer, or such other extreme circumstances as may be deemed appropriate, such a Waiver is in the best interests of the City. This determination may be made in connection with a particular contract, whether before the contract is let for bid, during the bid or award process, before or during negotiation of the contract, or during the performance of the contract.

For all notifications required to be made by bidders, in situations where the Chief Procurement Officer has determined that time is of the essence, documented telephone contact may be substituted for letter contact.

#### **6.6. Procedure to Determine Bid Compliance**

A bid may be rejected as non-responsive if it fails to submit one or more of the following with its bid demonstrating its Good Faith Efforts to meet the Contract Specific Goals by reaching out to MBEs and WBEs to perform work on the contract:

- An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals; and/or
- A request for reduction or waiver of the Contract Specific Goals in accordance with Section 2-92-450 of the MCC.

Only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

The following Schedules and described documents constitute the bidder's MBE/WBE proposal, and must be submitted in accordance with the guidelines stated:

**(1) Schedule C-1: Letter of Intent from MBE/WBE to Perform as Subcontractor, Supplier and/or Consultant.**

The bidder must submit the appropriate Schedule C-1 with the bid for each MBE and WBE included on the Schedule D-1. Suppliers must submit the Schedule C-1 for Suppliers, first tier subcontractors must submit a Schedule C-1 for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C-1 for second tier Subcontractors. The City encourages subcontractors to utilize the electronic fillable format Schedule C-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Each Schedule C-1 must be executed by each MBE and WBE and accurately detail the work to be performed by the MBE or WBE and the agreed upon rates/prices. Each Schedule C must also include a separate sheet as an attachment on which the MBE or WBE fully describes its proposed scope of work, including a description of the commercially useful function being performed by the MBE or WBE in its Area of Specialty. If a facsimile copy of the Schedule C-1 has been submitted with the bid, an executed original Schedule C-1 must be submitted by the bidder for each MBE and WBE included on the Schedule D-1 within five business days after the date of the bid opening.

Failure to submit a completed Schedule C-1 in accordance with this section shall entitle the City to deem the bid/proposal non-responsive and therefore reject the bid/proposal.

**(2) Letters of Certification.**

A copy of each proposed MBE/WBE firm's current Letter of Certification from the City of Chicago or Cook County Illinois, must be submitted with the bid/proposal. All Letters of Certification issued by the City of Chicago and Cook County include a statement of the MBE/WBE firm's Area of Specialty. The MBE/WBE firm's scope of work, as detailed by their Schedule C-1, must conform to their stated Area of Specialty. Letters of Certification for firms that the City or Cook County has found ineligible or has decertified will not be accepted.

**(3) Schedule B: Affidavit of Joint Venture, and Joint Venture Agreements (if applicable).**

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 6.3, "Joint Ventures," above. In order to demonstrate the MBE/WBE partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) contributions of capital and equipment; (2) work responsibilities or other performance to be undertaken by the MBE/WBE; and (3) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the contract. The joint venture agreement must also clearly define each partner's authority to contractually obligate the joint venture and each partner's authority to expend joint venture funds (e.g., check signing authority).

**(4) Schedule D-1: Required Schedules Regarding MBE/WBE Utilization**

Bidders must submit, together with the bid, a completed Schedule D-1 committing them to the utilization of each listed MBE/WBE firm. The City encourages bidders to utilize the electronic fillable format Schedule D-1, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Except in cases where the bidder has submitted a request for a complete waiver of or variance from the MBE/WBE commitment in accordance with Section 6.5 "Regulations Governing Reductions to or Waiver of MBE/WBE Goals" herein, the bidder must commit to the expenditure of a specific dollar amount of participation by each MBE/WBE firm included on their Schedule D-1. The total dollar commitment to proposed MBEs must at least equal the MBE goal, and the total dollar commitment to proposed WBEs must at least equal the WBE goal. Bidders are responsible for calculating the dollar equivalent of the MBE and WBE goals as percentages of their total base bids or in the case of Term Agreements, depends upon requirements agreements and blanket agreements, as percentages of the total estimated usage. All commitments made by the bidder's Schedule D-1 must conform to those presented in the submitted Schedule C-1. If Schedule C-1 is submitted after the opening, the bidder may submit a revised Schedule D-1 (executed and notarized to conform with the Schedules C-1). Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial and documented justification is provided, bidders will not be allowed to reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedules C-1 and D-1.

All commitments for joint venture agreements must be delineated in the Schedule B.

**(5) Application for Approval of Mentor Protégé Agreement**

Any applications for City approval of a Mentor Protégé agreement must be included with the bid. If the application is not approved, the bidder must show that it has made good faith efforts to meet the contract specific goals.

**6.7. Reporting Requirements During the Term of the Contract**

- a. The Contractor will, not later than thirty (30) calendar days from the award of a contract by the City, execute formal contracts or purchase orders with the MBEs and WBEs included in their approved MBE/WBE Utilization Plan. These written agreements will be made available to the Chief Procurement Officer upon request.
- b. The Contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic report. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and or fax audit notifications will be sent out to the Contractor with instructions to report payments that have been made in the prior month to each subcontractor. The

reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15th) day of each month.

- c. Once the prime Contractor has reported payments made to each subcontractor, including zero dollar amount payments, the subcontractor will receive an email and or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20th day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25th of each month or payments may be withheld.
- d. All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.  
  
Access to the Certification and Compliance Monitoring System (C2), which is a web based reporting system, can be found at: <https://chicago.mwdbe.com>
- e. The Chief Procurement Officer or any party designated by the Chief Procurement Officer, shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- f. The Contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after project closeout. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

## 6.8. Changes to Compliance Plan

### 6.8.1. Permissible Basis for Change Required

No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Contract Compliance Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.

Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

- a) Unavailability after receipt of reasonable notice to proceed;
- b) Failure of performance;
- c) Financial incapacity;
- d) Refusal by the subcontractor to honor the bid or proposal price or scope;
- e) Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;



- f) Failure of the subcontractor to meet insurance, licensing or bonding requirements;
- g) The subcontractor's withdrawal of its bid or proposal; or
- h) De-certification of the subcontractor as a MBE or WBE (graduation from the MBE/WBE program does not constitute de-certification).
- i) Termination of a Mentor Protégé Agreement.

**6.8.2. Procedure for Requesting Approval**

If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

- a) The bidder or contractor must notify the Contract Compliance Officer and Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
- b) The City will approve or deny a request for substitution or other change within 15 business days of receipt of the written request.
- c) Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make Good Faith Efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of Good Faith Efforts, must meet the requirements in section 5. If the MBE or WBE Contract Specific Goal cannot be reached and Good Faith Efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
- d) If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make Good Faith Efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
- e) A new subcontract must be executed and submitted to the Contract Compliance Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

**6.9. Non-Compliance and Damages**

Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract, at law or in equity: (1) failure to demonstrate Good Faith Efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

Payments due to the contractor may be withheld until corrective action is taken.

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to MCC 2-92-445 or 2-92-740, within 15 business days of the final determination.

#### **6.10. Arbitration**

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.
- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

#### **6.11. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law.

#### **6.12. Attachments and Schedules**

The following attachments and schedules follow, they may also be downloaded from the Internet at:

<http://www.cityofchicago.org/forms>

- Attachment A: Assist Agencies
- Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals
- Schedule B: Affidavit of Joint Venture (MBE/WBE)
- Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant
- Schedule D-1: Compliance Plan Regarding MBE/WBE Utilization

Attachment A – Assist Agency List



**CITY OF CHICAGO  
ASSIST AGENCY LIST**

Assist Agencies are comprised of not-for-profit agencies and/or chamber of commerce agencies that represent the interest of small, minority and/or women owned businesses.

<p><b>American Brotherhood of Contractors</b> 935 West 175<sup>th</sup> Street Homewood, Illinois 60430 Phone: (773) 491-5640 Email: <a href="mailto:arba@constructive-business.com">arba@constructive-business.com</a></p> <p><b>Asian American Business Expo</b> 207 East Ohio St. Suite 218 Chicago, IL 60611 Phone: 312-233-2810 Fax: 312-268-6388 Email: <a href="mailto:Janny@AsianAmericanBusinessExpo.org">Janny@AsianAmericanBusinessExpo.org</a></p> <p><b>Asian American Institute</b> 4753 N. Broadway St. Suite 904 Chicago, IL 60640 Phone: (773) 271-0899 Fax: (773) 271-1982 Email: <a href="mailto:kfernico@aaichicago.org">kfernico@aaichicago.org</a> Web: <a href="http://www.aaichicago.org">www.aaichicago.org</a></p> <p><b>Association of Asian Construction Enterprises</b> 333 N. Ogden Avenue Chicago, IL 60607 Phone: (847) 525-9693 Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a></p> <p><b>Black Contractors United</b> 400 W. 76<sup>th</sup> Street, Suite 200 Chicago, IL 60620 Phone: (773) 483-4000 Fax: (773) 483-4150 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a></p> <p><b>Cosmopolitan Chamber of Commerce</b> 203 N. Wabash, Suite 518 Chicago, IL 60601 Phone: (312) 499-0611 Fax: (312) 332-2688 Email: <a href="mailto:ccarey@cosmococ.org">ccarey@cosmococ.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a></p> <p><b>Eighteenth Street Development Corporation</b> 1843 South Carpenter Chicago, Illinois 60608 Phone: (312) 733-2287 Fax: (773)-353-1683 <a href="mailto:asoto@eighteenthstreet.org">asoto@eighteenthstreet.org</a> <a href="http://www.eighteenthstreet.org">www.eighteenthstreet.org</a></p>	<p><b>Chatham Business Association Small Business Development, Inc.</b> 8441 S. Cottage Grove Avenue Chicago, IL 60619 Phone: (773)994-5006 Fax: (773)994-9871 Email: <a href="mailto:melkelcba@sbcglobal.net">melkelcba@sbcglobal.net</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a></p> <p><b>Chicago Area Gay &amp; Lesbian Chamber of Commerce</b> 3656 N. Halsted Chicago, IL 60613 Phone: (773) 303-0167 Fax: (773) 303-0168 Email: <a href="mailto:info@glchamber.org">info@glchamber.org</a> Web: <a href="http://www.glchamber.org">www.glchamber.org</a></p> <p><b>Chicago Minority Supplier Development Council, Inc.</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: (312) 755-8880 Fax: (312) 755-8890 Email: <a href="mailto:pbarreda@chicagomsgdc.org">pbarreda@chicagomsgdc.org</a> Web: <a href="http://www.chicagomsgdc.org">www.chicagomsgdc.org</a></p> <p><b>Chicago Urban League</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: (773) 285-5800 Fax: (773) 285-7772 Email: <a href="mailto:president@thechicagourbanleague.org">president@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a></p> <p><b>Chicago Women in Trades (CWIT)</b> 4425 S. Western Blvd. Chicago, IL 60609-3032 Phone: (773) 376-1450 Fax: (312) 942-0802 Email: <a href="mailto:cwitinfo@cwit2.org">cwitinfo@cwit2.org</a> Web: <a href="http://www.chicagowomenintradeg.org">www.chicagowomenintradeg.org</a></p> <p><b>Coalition for United Community Labor Force</b> 1253 W. 63<sup>rd</sup> Street Chicago, IL 60636 Phone: (312) 243-5149 Email: <a href="mailto:johnrev.hatchett@comcast.net">johnrev.hatchett@comcast.net</a></p>
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Rev. 8/2013

<p><b>Federation of Women Contractors</b>                      5650 S. Archer Avenue                      Chicago, IL 60638                      Phone: (312) 360-1122                      Fax: (312) 360-0239                      Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>                      Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a></p> <p><b>Hispanic American Construction Industry Association (HACIA)</b>                      650 West Lake Street                      Chicago, IL 60661                      Phone: (312) 666-5910                      Fax: (312) 666-5692                      Email: <a href="mailto:info@haciaworks.org">info@haciaworks.org</a>                      Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a></p> <p><b>Illinois Hispanic Chamber of Commerce</b>                      855 W. Adams, Suite 100                      Chicago, IL 60607                      Phone: (312) 425-9500                      Fax: (312) 425-9510                      Email: <a href="mailto:oduque@ihccbusiness.net">oduque@ihccbusiness.net</a>                      Web: <a href="http://www.ihccbusiness.net">www.ihccbusiness.net</a></p> <p><b>Latin American Chamber of Commerce</b>                      3512 West Fullerton Avenue                      Chicago, IL 60647                      Phone: (773) 252-5211                      Fax: (773) 252-7065                      Email: <a href="mailto:d.lorenzopadron@latinamericanchamberofcommerce.com">d.lorenzopadron@latinamericanchamberofcommerce.com</a>                      Web: <a href="http://www.latinamericanchamberofcommerce.com">www.latinamericanchamberofcommerce.com</a></p> <p><b>National Organization of Minority Engineers</b>                      33 West Monroe Suite 1540                      Chicago, Illinois 60603                      Phone: (312) 425-9560                      Fax: (312) 425-9564                      Email: <a href="mailto:shandy@infrastructure-eng.com">shandy@infrastructure-eng.com</a>                      Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a></p> <p><b>National Association of Women Business Owners</b>                      Chicago Chapter                      230 E. Ohio, Suite 400                      Chicago, IL 60611                      Phone: (312) 224-2605                      Fax: (312) 6448557                      Email: <a href="mailto:info@nawbochicago.org">info@nawbochicago.org</a>                      Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a></p>	<p><b>Rainbow/PUSH Coalition</b>                      International Trade Bureau                      930 E. 50<sup>th</sup> Street                      Chicago, IL 60615                      Phone: (773) 256-2781                      Fax: (773) 373-4104                      Email: <a href="mailto:bevans@rainbowpush.org">bevans@rainbowpush.org</a>                      Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a></p> <p><b>South Shore Chamber, Incorporated</b>                      Black United Funds Bldg.                      1750 E. 71<sup>st</sup> Street                      Chicago, IL 60649-2000                      Phone: (773) 955- 9508                      Email: <a href="mailto:sshorechamber@sbcglobal.net">sshorechamber@sbcglobal.net</a>                      Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a></p> <p><b>Suburban Minority Contractors Association</b>                      1250 Grove Ave. Suite 200                      Barrington, IL 60010                      Phone: (847) 852-5010                      Fax: (847) 382-1787                      Email: <a href="mailto:aprilcobra@hotmail.com">aprilcobra@hotmail.com</a>                      Web: <a href="http://www.suburbanblackcontractors.org">www.suburbanblackcontractors.org</a></p> <p><b>Women Construction Owners &amp; Executives (WCOE)</b>                      Chicago Caucus                      308 Circle Avenue                      Forest Park, IL 60130                      Phone: (708) 366-1250                      Fax: (708) 366-5418                      Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a>                      Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a></p> <p><b>Women's Business Development Center</b>                      8 South Michigan Ave., Suite 400                      Chicago, IL 60603                      Phone: (312) 853-3477                      Fax: (312) 853-0145                      Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a>                      Web: <a href="http://www.wbdc.org">www.wbdc.org</a></p>
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**Attachment B - Sample Format for Requesting Assist Agency Comments on Bidder's Request for Reduction or Waiver of MBE/WBE Goals**

**On Bidder/Proposer's Letterhead – SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**

RETURN RECEIPT REQUESTED

(Date)

**Specification No.** 125729

**Project Description:** Property Management and Event Support for Millennium Park And Various DCASE Properties

(Assist Agency Name and Address – **SEND TO THE ASSIST AGENCIES – DO NOT SEND TO THE CITY**)

Dear \_\_\_\_\_:

\_\_\_\_\_ (Bidder/Proposer) intends to submit a bid/proposal in response to the above referenced specification with the City of Chicago. Bids are due \_\_\_\_\_ advertised specification with the City of Chicago.

The following areas have been identified for subcontracting opportunities on both a direct and indirect basis:

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Our efforts to identify potential subcontractors have not been successful in order to meet the Disadvantaged/Minority/Women Business Enterprise contract goal. **Due to the inability to identify an appropriate DBE/MBE/WBE firm certified by the City of Chicago to participate as a subcontractor or joint venture partner, a request for the waiver of the contract goals will be submitted.** If you are aware of such a firm, please contact

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Name of Company Representative	at	Address/Phone
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within (10) ten business days of receipt of this letter.

Under the City of Chicago's MBE/WBE/DBE Ordinance, your agency is entitled to comment upon this waiver request to the City of Chicago. Written comments may be directed within ten (10) working days of your receipt of this letter to:

Monica Jimenez, Deputy Procurement Officer  
Department of Procurement Services  
City of Chicago  
121 North La Salle Street, Room 806  
Chicago, Illinois 60602

If you wish to discuss this matter, please contact the undersigned at \_\_\_\_\_.

Sincerely,

Schedule B – Affidavit of Joint Venture

**SCHEDULE B: Affidavit of Joint Venture (MBE/WBE)**

This form need not be submitted if all joint venturers are MBEs and/or WBEs. In such a case, however, a written joint venture agreement among the MBE and WBE venturers must be submitted. In all proposed joint ventures, each MBE and/or WBE venturer must submit a copy of their current Letter of Certification.

All Information Requested by this Schedule must Be Answered in the Spaces Provided. Do Not Refer to Your Joint Venture Agreement Except to Expand on Answers Provided on this Form. If Additional Space Is Required, Additional Sheets May Be Attached.

- I. Name of joint venture: \_\_\_\_\_  
Address of joint venture: \_\_\_\_\_  
Phone number of joint venture: \_\_\_\_\_
- II. Identify each non-MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- III. Identify each MBE/WBE venturer(s):  
Name of Firm: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact person for matters concerning MBE/WBE compliance: \_\_\_\_\_
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- V. Attach a copy of the joint venture agreement. In order to demonstrate the MBE and/or WBE venturer's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details related to: (1) the contributions of capital and equipment; (2) work items to be performed by the MBE/WBE's own forces; (3) work items to be performed under the supervision of the MBE/WBE venturer; and (4) the commitment of management, supervisory and operative personnel employed by the MBE/WBE to be dedicated to the performance of the project.
- VI. Ownership of the Joint Venture.
  - A. What are the percentage(s) of MBE/WBE ownership of the joint venture?  
MBE/WBE ownership percentage(s) \_\_\_\_\_  
Non-MBE/WBE ownership percentage(s) \_\_\_\_\_
  - B. Specify MBE/WBE percentages for each of the following (provide narrative descriptions and other detail as applicable):
    - 1. Profit and loss sharing: \_\_\_\_\_
    - 2. Capital contributions:
      - (a) Dollar amounts of initial contribution: \_\_\_\_\_

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

(b) Dollar amounts of anticipated on-going contributions: \_\_\_\_\_

- 3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 5. Provide copies of all written agreements between venturers concerning this project.
- 6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
  - A. Joint venture check signing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - B. Authority to enter contracts on behalf of the joint venture:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - C. Signing, co-signing and/or collateralizing loans:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  - D. Acquisition of lines of credit:  
\_\_\_\_\_  
\_\_\_\_\_

**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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G. Management of contract performance. (Identify by name and firm only):

1. Supervision of field operations: \_\_\_\_\_
2. Major purchases: \_\_\_\_\_
3. Estimating: \_\_\_\_\_
4. Engineering: \_\_\_\_\_

VIII. Financial Controls of joint venture:

A. Which firm and/or individual will be responsible for keeping the books of account?

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B. Identify the managing partner, if any, and describe the means and measure of their compensation:

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C. What authority does each venturer have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties participating in the performance of this contract or the work of this project?

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IX. State the approximate number of operative personnel (by trade) needed to perform the joint venture's work under this contract. Indicate whether they will be employees of the non-MBE/WBE firm, the MBE/WBE firm, or the joint venture.



**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

Trade	Non-MBE/WBE Firm (Number)	MBE/WBE (Number)	Joint Venture (Number)

If any personnel proposed for this project will be employees of the joint venture:

- A. Are any proposed joint venture employees currently employed by either venturer?  
 Currently employed by non-MBE/WBE (number) \_\_\_\_ Employed by MBE/WBE \_\_\_\_
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:  
 \_\_\_\_\_
- C. Which venturer will be responsible for the preparation of joint venture payrolls:  
 \_\_\_\_\_
- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

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**Schedule B: Affidavit of Joint Venture (MBE/WBE)**

The undersigned affirms that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operations of our joint venture and the intended participation of each venturer in the undertaking. Further, the undersigned covenant and agree to provide to the City current, complete and accurate information regarding actual joint venture work and the payment therefore, and any proposed changes in any provision of the joint venture agreement, and to permit the audit and examination of the books, records and files of the joint venture, or those of each venturer relevant to the joint venture by authorized representatives of the City or the Federal funding agency.

Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under federal or state laws concerning false statements.

Note: If, after filing this Schedule B and before the completion on the joint venture's work on the project, there is any change in the information submitted, the joint venture must inform the City of Chicago, either directly or through the prime contractor if the joint venture is a subcontractor.

_____ Name of MBE/WBE Partner Firm	_____ Name of Non-MBE/WBE Partner Firm
_____ Signature of Affiant	_____ Signature of Affiant
_____ Name and Title of Affiant	_____ Name and Title of Affiant
_____ Date	_____ Date

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, the above-signed officers

\_\_\_\_\_  
(names of affiants)

personally appeared and, known to me be the persons described in the foregoing Affidavit, acknowledged that they executed the same in the capacity therein stated and for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
Signature of Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**Schedule C-1: Letter of Intent From MBE/WBE To Perform As Subcontractor, Supplier and/or Consultant**



**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: \_\_\_\_\_ Specification No.: \_\_\_\_\_

From: \_\_\_\_\_  
(Name of MBE/WBE Firm)

To: \_\_\_\_\_ and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The above described performance is offered for the following price and described terms of payment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

\_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes ( ) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

\_\_\_\_\_  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

\_\_\_\_\_  
(Name/Title-Please Print)

\_\_\_\_\_  
(Email & Phone Number)

**Schedule D-1: Affidavit of Implementation of MBE/WBE Goals and Participation Plan**



**SCHEDULE D-1**  
Compliance Plan Regarding MBE/WBE Utilization  
Affidavit of Prime Contractor

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: \_\_\_\_\_

Specification No.: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of \_\_\_\_\_  
(Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/or Cook County, Illinois (Letters of Certification Attached).

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_%

**Total Participation % \_\_\_\_\_**

2. Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**3.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**4.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Dollar Value of Participation \$ \_\_\_\_\_  
Percentage of Participation % \_\_\_\_\_  
Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_ %  
**Total Participation % \_\_\_\_\_**

**5.** Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

**1.** Name of MBE/WBE: \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**2.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**3.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**4.** Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % \_\_\_\_\_**

**5.** Attach Additional Sheets as Needed

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

State of: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

County of: \_\_\_\_\_

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

Commission Expires: \_\_\_\_\_



## **ARTICLE 7. INSURANCE REQUIREMENTS**

The Contractor must procure and maintain during the term of this Agreement, the insurance coverages meeting the requirements specified below insuring all operations related to the Agreement. The Annual Budget will include a line item for Contractor's required insurance. The amount of that line item will be subject to negotiation and the parties' mutual agreement.

### **7.1. Insurance to be Provided**

#### **7.1.1. Workers Compensation and Employers Liability**

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

#### **7.1.2. Commercial General Liability (Primary and Umbrella)**

Commercial General Liability Insurance or equivalent with limits of not less than \$30,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, and contractual liability (with no limitation endorsement). The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from the work.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 \_ with the same terms herein.

#### **7.1.3. Automobile Liability (Primary and Umbrella)**

When any motor vehicles (owned, non-owned and hired) are used in connection with work to be performed, the Contractor must provide Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractors performing work for the Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

#### **7.1.4. Professional Liability**

When any architects, engineers, real estate/property site manager or other professional consultants perform Services 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. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractors performing professional Services for Contractor must maintain limits of not less than \$1,000,000 with the same terms in this subsection.

#### **7.1.5. All Risk Property**

The Contractor must maintain All Risk Commercial Property Insurance covering loss or damage at full replacement cost to any City of Chicago equipment, materials, parts, or supplies while in the care, custody, and control of the Contractor as part of the Contract. The Contractor is responsible for any damage to City property at replacement cost that results from this Contract.

#### **7.1.6. Valuable Papers**

When any plans, designs, drawings, media, data, specifications, records, reports, audits, maps, surveys, files and any other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

#### **7.1.7. Blanket Crime- If Applicable**

The Contractor must provide Blanket Crime Insurance or equivalent covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction or disappearance, computer fraud, credit card forgery and other related crime risks. The policy must be written to cover losses in the amount of maximum monies or funds collected, received and in the possession of Contractor at any given time.

#### **7.1.8. Builders Risk/Installation**

When any construction work or major installation project is undertaken on the property including improvements, betterments and/or repairs, the Contractor must provide or cause to be provided, All Risk Builders Risk/Installation Insurance at replacement cost for equipment, machinery, materials, supplies and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

## **7.2. Additional Requirements**

The Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago, Illinois 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Contract, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Contract. The Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as an exhibit) or equivalent prior to Contract award. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Contract have been fully met or that the insurance policies indicated on the certificate are in compliance with all Contract requirements. The failure of the City to obtain certificates or other insurance evidence from Contractor is not a waiver by the City of any requirements for the Contractor to obtain and maintain the specified coverages. The Contractor must advise all insurers of the Contract provisions regarding insurance. Non-conforming insurance does not relieve Contractor of the obligation to provide insurance as specified herein. No fulfillment of the insurance conditions may constitute a violation of the Contract, and the City retains the right to stop work until proper evidence of insurance is provided, or the Contract may be terminated.

Contractor must furnish Certificates Insurance of Coverage of any or all insurance policies listing the City as an additional insured upon request by the Chief Procurement Officer. All Certificates Insurance of Coverage must be signed, dated and reference the City contract number.

The insurance 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.

Any deductibles or self-insured retentions on referenced insurance coverages must be borne by Contractor.

The Contractor agrees that insurers waive their rights of subrogation against the City of Chicago, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Contractor in no way limit the Contractor's liabilities and responsibilities specified within the Contract or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by the Contractor under the Contract.

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

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company and each of its separate constituent entities as named insureds.

The Contractor must require all subcontractors to provide the insurance required herein, or Contractor may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Contractor unless otherwise specified in this Contract.

If Contractor or subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Contract to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ARTICLE 8. SIGNATURE PAGE

Contract Number: 33323

Specification Number: 125729

Contractor (Vendor) Name: MB REAL ESTATE SERVICES INC

Total Amount (Value): \$ 48,966,864.00

Fund Chargeable: 015.0355.232015.9288

SIGNED at Chicago, Illinois:

CONTRACTOR:

MB REAL ESTATE SERVICES INC

By: [Signature]

Name: Kevin Purcell

Its: ENP

Attest: [Signature]



State of ILLINOIS; County of COOK

This instrument was acknowledged before me on 6th June 2016 (date) by \_\_\_\_\_

as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (name of party on behalf of whom instrument was executed).

[Signature] 1-9-18  
Notary Public Commission Expires

CITY OF CHICAGO

By: Rahm Emanuel SRP 7/14/16  
Mayor Date

[Signature] 7/8/16  
Comptroller Date

[Signature] JUL 13 2016  
Chief Procurement Officer Date

[Signature]

[Signature]

March 1, 2016

Kevin Purcell  
MB Real Estate Services Inc.  
181 W. Madison Street  
Suite 4700  
Chicago, Illinois 60602

Dear Kevin:

In accordance with the bylaws of MB Real Estate Services Inc., Article IV, Section 2, I hereby appoint you, Kevin Purcell, as Vice President of MB Real Estate Services Inc. effective immediately. In particular, you are authorized to execute contracts on behalf of MB Real Estate Services Inc. with the City of Chicago and its agencies and department.

Best Regards,

  
John T. Murphy  
President  
MB Real Estate Services Inc.

## EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

EXHIBIT 1

SCOPE OF SERVICES

PROPERTY MANAGEMENT AND EVENT SUPPORT FOR MILLENNIUM PARK AND VARIOUS DCASE PROPERTIES

I. Purpose

Contractor must provide property management services and provide event space and production support management at Millennium Park (“Park”) and provide event space and production support management at other DCASE venues (“DCASE Properties”), as described in this Contract, including in this Scope of Services. Property management services (“Property Management”) require the performance of custodial and maintenance services, electrical, engineering and trade services, administrative services, and security services, with respect to Covered Facilities (defined below), and within the boundaries referenced in Section II. E and F. below. Furthermore, the Contractor must provide event space and production support management (“Event Support”) at the Park and at DCASE Properties which includes, but is not limited to, facilitating bookings and supervision of private event rentals, providing technical and production support, and set and breakdown of performance and event equipment, as further described in this Contract, including this Scope of Services.

II. General

A. DCASE Management and Venue Oversight

1. Millennium Park is operated by the Department of Cultural Affairs and Special Events (DCASE), pursuant to Municipal Code of Chicago #10-36-140. The Property Management, Events Support contract is administered by DCASE.
2. DCASE is responsible for all programming and policy decisions.
3. DCASE works with the Millennium Park Foundation (MPF), a 501 c. (3) non-profit organization that partially funded the construction of the Park, and continues to fund improvements and programming on an annual basis. MPF also oversees the programmatic operation of the Lurie Garden, curatorial support of the Boeing Galleries, and retains copyrights to many of the installations of art and architecture from the artists, sculptors and architects that designed these works.
4. All other DCASE Properties referred to in this document are operated by the City of Chicago – Department of Fleet and Facility Management, Department of Water Management, or the Chicago Park District.

B. Policies, Rules and Regulations

The Contractor and its Sub-contractors must adhere to, abide by and enforce all applicable policies, rules and regulations referenced in this Contract and in this section, as such policies, rules and regulations may be updated from time to time.

1. Millennium Park Policies and Rules (See EXHIBIT 7)
2. City, DCASE and Venue Rules and Policies (See EXHIBIT 8)
3. Data Protection Requirements for Contractors, Vendors and Third Parties (See EXHIBIT 10)

C. Millennium Park Hours

Millennium Park is open to the public 365 days per year between the hours of 6:00 a.m. and 11:00 p.m.

D. Millennium Park Property Address

The Millennium Park administrative office is located at the following address:  
201 East Randolph Street

## **E. Boundaries**

The boundaries which encompass the 24.5 acres of the Park are as follows:

- East - the west curb of Columbus Drive.
- North -the south curb of Randolph Street
- West - the east curb of Michigan Avenue.
- South -the north curb of Monroe Drive

## **F. Structures, Areas and Venues located within the Park (“Covered Facilities”)**

- AT&T Plaza/Cloud Gate
- Boeing Galleries (North and South)
- BP Bridge
- Chase Promenades (North, Central and South)
- Columbus & Monroe Pedestrian Tunnel
- Crown Fountain
- Exelon Pavilions (Northeast, Northwest (also known as the Millennium Park Welcome Center), Southeast, Southwest)
- The Lurie Garden
- Madison and Washington Alley
- McCormick Tribune Plaza & Ice Rink
- McDonald’s Cycle Center
- Monroe Street Service Tunnel
- Park Perimeter (also described as E. above)
- Jay Pritzker Pavilion (East/West Arcades and Arcade Bathrooms are contained within this facility)
- Great Lawn
- Rooftop Terrace
- Wrigley Square

## **Areas and Structures within the Park Excluded from Covered Facilities**

Harris Theater for Music & Dance  
Maggie Daley Park, except for the BP Bridge  
Millennium and Grant Park North Parking Garages (LAZ)  
Park Grill Restaurant (including seasonal outdoor restaurant)  
Nichols Bridgeway (easement granted to the Art Institute of Chicago)

## **G. DCASE Properties (Non-Millennium Park Event Support Locations and Addresses and Zip Codes)**

Chicago Cultural Center, 78 East Washington Street, 60602. The “Cultural Center” is open year round with a schedule at least 1000 free public concerts, programs, and exhibitions, along with approximately 350 private events. It also serves as host to many of the City’s ceremonial events, official press conferences and initiative roll outs (5-10 per month). The Cultural Center contains several exhibition galleries, a dance studio, a multi-purpose auditorium, a studio theater space, several multi-purpose rooms, and 4 large “grand hall” spaces that accommodate many of the aforementioned uses.

Clarke House Museum, 1827 South Indiana Avenue, 60616. The City’s first residence built in 1831, features a collection of period furniture from the mid-19<sup>th</sup> Century. Museum management services are provided by the Glessner House Museum. This venue is surrounded by Chicago Park District property, with the City owning the “structure”.

Expo 72, 72 East Randolph Street, 60601. This space houses offices for Choose Chicago, World Chicago and a Hot Tix retail outlet. Expo 72 hosts 4-6 art exhibitions produced by DCASE, along with up to 6 associated receptions annually.

Gallery 37 Center for the Arts, 66 East Randolph Street, 60601. The Gallery 37 Center for the Arts contains the Storefront Theatre which is utilized by DCASE for use by off-Loop theater companies as part of the mission of the department. The

remainder of building is home to most of the programming of After School Matters, as well as CPS' Advance Arts Education Program. DCASE provides set up services for use of this space.

Historic Water Tower/City Gallery, 801 North Michigan Avenue, 60610. This space hosts 4 art exhibitions produced by DCASE along with up to 4 associated receptions annually.

Chicago Summer Dance, Spirit of Music Garden, Grant Park, 601 South Michigan Avenue, 60605. Summer Dance presents approximately 30 evenings per weekend (Fri-Sun, June-September) of free music and dance programming. The property is under the jurisdiction of the Chicago Park District. Program and Production Assistance services are utilized at this program venue.

Water Works Visitor Information Center, 163 East Pearson Street, 60610. This location serves multiple uses in featuring a Hot Tix retail outlet, a satellite facility for the Chicago Public Library, a Choose Chicago Visitor Information Center, and leasehold with the Looking glass Theatre Company. Management of the facility is jointly overseen by the City's Department of Water Management and Fleet & Facility Management.

**NOTE:** There are several DCASE programs conducted city-wide, including but not limited to Chicago Park District and Chicago Public Library locations (in 2013 there were approximately 100 such events, including theatre, dance, music, farmers market/night market entertainment, etc.). Some DCASE programs also utilize space in privately owned venues, such as music clubs, galleries, and other arts and culture institutions/venues which are located with the City of Chicago.

#### H. Property, Event Space Yearly Usage

Millennium Park hosts about a 100 private events and about 250 free public programs year round. Generally in the summer's peak season there are 70-90 days of concerts, films or other public events held in the Jay Pritzker Pavilion. Additional event information with respect to the Park and DCASE Properties, is set forth below:

DCASE Properties	Total Venues/Event Spaces	Yearly Private Events	Yearly Public Events	Event Type
Millennium Park	8	100	250	Concerts, Films, Exhibitions, Arts Programming, Special Events
Chicago Cultural Center	20	350	1000-1500, includes off-site programs noted under I. above, not including internal meetings	Meetings, Receptions, Exhibitions, Arts Programming (Music, Theatre, Dance, other)
Gallery 37/Storefront Theater	1	0	169	Theater Performances
Expo 72	1	6	4-6	Exhibitions
Historic Water Tower (City Gallery) /Water Works	1	4	4	Exhibitions/Visitor Center Services
Clarke House Museum	1	0	2	Permanent Exhibition/Family Programming
SummerDance	1	0	30-35	Seasonal free public program



Note: The information contained in the above chart is for reference only, and is based on historical data since 2002 for public and private events.

### III. General Services Requirements

#### A. Staffing

**1. Millennium Park:** The Contractor must provide appropriate on-site staffing at Millennium Park, so as to cover the Property Management and Event Support functions supporting those private and public events noted in II. H. above. Provide on-site staff that has the requisite experience and skills in the area of property management. The Contractor's administrative staff is responsible for daily operations in the Park's oversight and must have substantial and quantifiable experience in property management, with substantial and consecutive years of experience with a property that is comparable in size and function, located in a major metropolitan city, with a demographic and economic make-up similar to a public space such as the Park. At a minimum, on-site staffing at Millennium Park must include:

- Project Manager, for overall contract oversight at all venues noted.
- Operations Managers (3), on site at Millennium Park for day to day operations while the park is open from 6a-11p, 7 days a week, year round
- Director of Security, on site at Millennium Park to support day to day operations, and work with City on security matters associated with size, location and dynamics of Millennium Park
- Private Event Manager on site at Millennium Park for revenue generating events, marketing and oversight, reporting to Project Manager
- Project Accountant for work on accounts payable, receivable, etc.

**2. Chicago Cultural Center and DCASE Properties:** The Contractor must provide appropriate on-site staffing based at the Chicago Cultural Center. At a minimum, on-site staffing at the Chicago Cultural Center and other DCASE properties must include:

- Private Event Manager for revenue generating events, marketing, house management, set up and oversight, reporting to overall Project Manager
- Program Production Manager on site at Chicago Cultural Center for revenue generating events production needs (offered ala carte), DCASE and partner programmatic support, reporting to Project Manager

#### B. OFFICE SPACE, OFFICE SUPPLIES AND TECHNOLOGY

Technology requirements for the Park and DCASE Properties will be shared between the Contractor and DCASE and the Department of Innovation and Technology. The breakdown of services is as follows:

1. The Contractor shall provide a preventive maintenance/work order tracking system as part of Property Management duties at the Park. Contractor will provide the City access to the tracking system.
2. At the Park, DCASE shall provide dedicated office space at 201 E. Randolph Drive, on the 2<sup>nd</sup> floor of the Northwest Exelon Pavilion (Millennium Park Welcome Center). Contractor will also have access to the City's scheduling/facility management software, EMS.
3. For the Chicago Cultural Center, DCASE shall provide dedicated office space at 78 East Washington Street, on the 3<sup>rd</sup> floor in Room 346. Contractor will also have access to the City's scheduling/facility management software, EMS.
4. For the Gallery 37 Center for the Arts at 66 East Randolph Street, Storefront Theater, DCASE shall provide dedicated office space for support of the DCASE Storefront Theater program.

#### C. STANDARDS OF PERFORMANCE AND PERFORMANCE REQUIREMENTS

1. Contractor must provide Property Management Services according to OSHA industry standards for a property of this size, capacity, location and traffic orientation within the boundaries of the Park.
2. In case of an emergency, including the involvement of any of the building or life safety systems, Contractor must advise the DCASE immediately so that appropriate steps may be taken to resolve the problem.
3. Contractor is responsible for having any third parties perform any corrective work that is covered by any warranty provided to the City (a) by Contractor for the construction of the Park; (b) for any subsequent construction, improvements, installations or alterations to the Park; or (c) any equipment manufacturers. Contractor must take all actions necessary to prevent the voiding or impairment of any warranty, in whole or in part, and must not take any actions which would void or impair any warranty in whole or in part. Contractor is responsible to the City for any damages suffered by the City as a result of any impairment of any warranty by the action or inaction of the Contractor. Contractor must report to the Commissioner of DCASE or authorized representative during the monthly status meeting regarding work under warranty that needs to be performed.
4. Services must be obtained in the most efficient and cost effective manner to ensure the optimal operation of the facility and maintenance of current building standards. Subcontractors must be approved by the Commissioner of DCASE before the commencement of work.
5. Provide all necessary services for custodial, building engineering and security coverage 365 days a year.

**D. Document Management and Retention**

The Contractor shall be responsible for managing and retaining records related to its provision of Services, in accordance with City policies and procedures. Documents include, but are not limited to:

- Private event rental contracts
- Vendor incident reports
- Vendor time and billing records
- Inventories of equipment used for services provided
- All complaints which are made by patrons to Contractor or which Contractor is made aware of, and incidents which occurred in the Park and actions taken by Contractor to resolve such complaints or address these incidents.

Contractor shall also be responsible for organizing and managing the City's dedicated space at Millennium Park for storage of documents relating to Millennium Park. These documents include, but are not limited to:

- Database of equipment preventive maintenance
- Architectural drawings, blue prints, library, and other construction documents
- Operations and Maintenance Manuals

**E. Reporting Requirements**

The Contractor must provide to the Commissioner of DCASE or authorized representative the following reports:

- Monthly and annual finance statements;
- Monthly revenues for space rental and skate rental;
- Monthly/Annual metrics on attendance as needed;
  - Monthly complaint/incident report summarizing all complaints/incidents and actions taken by Contractor during that month
- Monthly MBE/WBE participation
- Compliance with grant funded reporting on those programs noted annually in DCASE 925 budget;
- As needed reports on externally funded projects involving Millennium Park Foundation (concerts, programs, film series); and
- Monthly capital improvement status report.

**F. Implementation Plan**

Upon Contract award, Contractor will perform a comprehensive review of operating policies and procedures at the Park and DCASE Properties and will provide the City with recommendations for developing best practices, in order to achieve cost savings, operating efficiencies and improved user experiences.

## **G. Other Requirements**

Contractor must furnish the following:

- All motorized carts necessary to operate and manage the Park
- All required telephone services and equipment necessary for the operation of the Park
- Mobile/hand held radio communication system compatible with DCASE equipment
- Uniforms, as required by DCASE

## **IV. SUMMARY OF DUTIES**

### **A. General Description**

The Contractor must perform all necessary Property Management and Event Support Services as described under this Contract, including this Scope of Services and compensated for in the Annual Budget, as described in Exhibit 6, as well as Task Order Projects. The Contractor must perform the following services at Millennium Park:

#### **Property Management**

1. **Custodial Services:** As described in further detail in Exhibit 1A, Contractor is responsible for the cleanliness and waste removal at all Covered Facilities. Contractor must perform the custodial services to ensure that the Covered Facilities are clean and fully supplied at all times. Custodial services must be performed in accordance with the procedures attached here as Exhibit 1A and hereby incorporated by reference, as such Exhibit 1A may be modified from time to time with the approval of the Commissioner. Contractor is required to provide all supplies, tools, and materials to perform the custodial services.
2. **Electrical, Engineering and Trade Services:** As described in further detail in Exhibit 1B, Contractor is responsible for electrical, engineering and trade services, and including the following:  
  
Provide an on-site technician for maintenance and repair of the Building Automation System, including all controllers, sensors and controlled devices.  
  
Provide all necessary services related to exhibit and performance preparation including, but not limited to, painting, relocation of materials, exhibit hall preparation for installation, and minor trade services.  
  
Contractor is regularly required to perform preventative maintenance and perform routine cyclical replacement for parts and services on engineering systems and projects less than \$100,000 to insure effective operations of all property and building equipment and services including, but not limited to, the systems referenced in Exhibit 9. In the case of an emergency, including the involvement of any of the building or life safety systems, Contractor must advise the DCASE immediately so that appropriate steps may be taken to resolve the problem.
3. **Security Services:** As described in further detail in Exhibit 1C, Contractor must coordinate and perform security services which are reasonably designed to protect Park infrastructure and patrons at all times, including the provision of uniformed security personnel and the operation and maintenance of security equipment in accordance with manufacturers' specifications. Contractor must provide daily on-site management for security personnel who are responsible for the daily activity of building security and scheduling of security staff to ensure full coverage at all times. Contractor must provide SMART room security monitoring 24 hours a day.
4. **Landscaping Services:** As described in further detail in Exhibit 1D, Contractor is responsible for landscaping and horticulture services. Contractor must perform landscaping and horticulture services to ensure that the grounds are properly maintained. Landscaping and horticulture services must be performed in accordance with the procedures attached here as Exhibit 1D and hereby incorporated by

reference, as such Exhibit 1D may be modified from time to time with the approval of the Commissioner. Contractor is required to provide all supplies, tools, and materials to perform the landscaping and horticulture services.

#### 1. **Event Support Services**

The Contractor must provide Event Support Services at the Park and DCASE Properties identified in this Scope. Event Support duties include three (3) functions: Private Event Rentals, Production Assistance and Program Production Management Services. Duties within each of these three (3) functions are as follows:

1. Private Event Rentals: Oversee private event rentals of Park and DCASE properties that generate revenue to support free public events and programs, as follows:
  - i. Offering a wide variety of rooms and spaces suitable for private events;
  - ii. Maintaining balance so as to maximize opportunities for both free programs and supportive revenue generating rentals;
  - iii. Utilizing booking and tracking software at the respective venues;
  - iv. Monitoring the number of private events and total revenues earned, and providing monthly reports to DCASE senior staff;
  - v. Providing professional customer service to renters at the highest level to assure the best client experience in meeting their expectations and needs with their private events;
  - vi. Completing DCASE's form private event rental agreement with renters for the applicable event, with any changes to fees or other substantive terms to be approved in writing by DCASE;
  - vii. Assuring that all requirements prescribed in the private event rental agreements are followed, including without limitation that renter's vendors, such as caterers and entertainment, have proper licensing (e.g., raffle, catering, liquor);
  - viii. Providing any and all correspondence or requests for waivers, collaborative agreements with program partners, or deviation from facility policies to the DCASE Commissioner or designated staff for approval;
  - ix. Assist DCASE on promoting private event rentals, including developing marketing materials and maintaining current venue information on appropriate website(s).
  - x. Collecting rental fee checks made out to the City of Chicago from renters
  - xi. Collecting any rebate/refund checks from the City and forwarding them promptly to the appropriate renters
  - xii. Contractor must deposit all payments received on behalf of the City immediately and directly into a City bank account.
  - xiii. All electronic payments, such as payment card or ACH, must settle, deposit directly into a City bank account.
  - xiv. All cash, check and any other non-electronic payments, must be deposited directly into a City bank account.
  - xv. Payment card payments must be submitted to and settled by the City's payment card processing vendor.
  - xvi. Contractor must accept common nationally recognized payment cards including:
    - a. Visa

- b. MasterCard
    - c. American Express
  - xvii. Payments must be recorded and posted into City systems via the City's cashiering system.
  - xviii. Contractor must restrict payment card transactions outside of a City defined dollar limit.
  - xix. Contractor must not process any refunds or return payments after settlement, without expressed written authority from the City.
  - xx. Contractor must respond to retrieval and chargeback requests electronically from all networks, providing chargeback support as required.
  - xxi. Contractor must provide the ability to charge the cardholder a Service Fee to offset payment card processing fees, in accordance with all applicable laws and network requirements.
  - xxii. Contractor shall be in compliance with all relevant payment processing laws and requirements.
  - xxiii. Contractor must perform daily and monthly reconciliations of payments processed through the vendor system to the City's Revenue Analysis Reports.
2. Production Assistance: Provide staff as necessary for the production and set up of programs, exhibitions, meetings and events, (public, civic and private) for all DCASE Properties, as follows:
- i. Room set up and strike, including dance floors for programs and private events;
  - ii. Movement of equipment, including but not limited to tables, chairs, tents, podiums, pipe and drape, pianos, event signage, etc.;
  - iii. Conduct annual inventory of said equipment, as well as recommend future equipment needs and replacement priorities;
  - iv. Deliveries of various departmental materials to other DCASE venues (as needed), including other City locations, festivals, and tourist destinations; and
  - v. Work with all venue staff on assuring that all meeting, event and program needs are of the calendar are met.
3. Program Production Management: Provide program production management and audio-visual/technical expertise for departmental activities, as follows:
- i. Movement of audio/visual equipment at and between venues, including but not limited to sound boards and systems, screens, theatrical lighting, power point set ups;
  - ii. Work with DCASE program staff on program needs, expectations and ability to provide services;
  - iii. Coordinate piano tuning services for DCASE pianos;
  - iv. Provide Front of House and stage management services for DCASE programs and productions;
  - v. Maintain inventory and purchase supplies as needed for technical equipment;
  - vi. Conduct annual inventory of said equipment, as well as recommend future equipment needs and replacement priorities;
  - vii. Consults with DCASE Cultural Planning and Operations staff on maintaining equipment inventory, following loading procedures/logistical policies, assuring compliance with all health,

safety, fire and building codes, as well as any other facility needs that are supporting an event, program or meeting;

- ix. Attend regular meetings to assure that all event, program, meeting and function needs are addressed for support by other vendors, such as security, custodial, etc.

## **2. Concession, Vendor Space Management**

The Contractor shall provide cleaning and maintenance of all spaces occupied by City vendors or City concessionaires, including the Bicycle Commuter Station and seasonal food vending areas. The following is provided as supplemental information regarding the vendor occupied spaces.

### **1. Bicycle Commuter Station (McDonald's Cycle Center)**

- The primary purpose of the Bicycle Commuter Station is a commuter station
- Summer hours: open March-October 6:30 a.m.-7:00 p.m. Monday through Friday and 10:00 a.m.-7:00 p.m. Saturday and Sunday. Hours are subject to change.
- Winter hours: open November-February 6:30 a.m.-6:30 p.m. Monday through Friday and closed Saturday and Sunday. Hours are subject to change.
- There is 24-hour limited access for members.
- Bicycle parking is free to the public.
- Rental of bicycles and segways is provided
- Ancillary services such as repairs, merchandise, lockers and showers use are provided on a pay-for use basis.

NOTE: The Chicago Police Department Lakefront Bicycle Patrol unit is housed in the lower level of the Bicycle Station, where officers are able to access to all features of the facility.

### **2. Jay Pritzker Pavilion & Great Lawn Concessions**

Food, beverage and merchandising vending occurs at Millennium Park from May 1 through October 31 at multiple locations adjacent to the Great Lawn. These items can be available between the hours of 11:00 a.m. and 11:00 p.m. (subject to change) and during all public events at the Jay Pritzker Pavilion.

### **3. McCormick Tribune Plaza Ice Rink/Merchandising Concessions**

From November-March, the ice rink at McCormick/Tribune Plaza opens to the public. The Contractor is responsible for management of skate rental, ice rink equipment and maintenance and other associated needs is included. Ice skating hours generally range from 10:00 a.m. to 10:00 p.m., dependent on holidays, weekends, and weather conditions.

### **4. Chicago Cultural Center Food, Beverage and Merchandising Concessions**

These vending areas are currently unoccupied. The Contractor will be responsible must provide services subject to the negotiated contract terms when the concessionaires' have been selected by DCASE.

## **A. TASK ORDERS FOR PROJECTS UNDER \$100,000**

DCASE may require project assistance for projects which are under \$100,000 and not part of the approved Annual Budget. These projects will be considered "Task Order Projects". Task Order Projects must be limited to services relating to Property Management, such as general building maintenance, custodial services, and security services, and exclude public works or construction projects.

The Commissioner or authorized DCASE personnel may issue a request for Task Order Projects for non-routine and non-recurring services that are otherwise within the scope of Services to be provided. Upon the written approval of the Commissioner(s), as described below, the Department will issue a Task Order Request ("TOR") specifically referencing the Contract, identifying the project, and setting forth the Services to be performed pursuant to the proposed Task Order and a desired completion date. The Contractor shall respond by submitting a proposal for the requested services and shall include at a

minimum a scope of service, the schedule for performance of the project, a budget, Deliverables, MBE/WBE involvement, and any other pertinent information for the Task Order Project, all of which must conform to the Task order Request and the terms and conditions of this Contract. The Contractor may submit only one proposal; however, the Commissioner and/or Project Manager may request additional proposals from the Contractor. Contractor must maintain full facility operation in conjunction with and notwithstanding Task Order Projects. No additional management staff will be allowed for Task Order Projects.

Following Property Manager's submission of a Proposal in response to the TOR, the Commissioner(s) will review the Task Order Proposal and may elect to approve it, reject it, or use it as a basis for further negotiations with the Property Manager regarding the scope or fee/Budget for the project and the project completion date. If the City and the Property Manager negotiate the scope or fee/Budget for the project and the project completion date, the Property Manager must submit a revised Task Order Proposal (based upon such negotiations) to the City for approval.

Approvals of Task Order Projects are as follows:

- A. If the request is under \$10,000.00, the Commissioner may approve the task order request.
- B. If the request is over \$10,000.00, but below \$100,000.00, the Commissioner and Chief Procurement Officer must approve the task order request.

Task orders will be comprised of "at-cost-reimbursement," not to exceed the original cost proposal, plus a negotiated administrative fixed-fee, not to exceed five percent (5%) of the original cost proposal, which shall be approved at the discretion of the Commissioner.

The Contractor will not commence services under any Task Order until all necessary written approvals have been obtained, and the City will not be liable for any costs incurred by the Contractor without such approval. After receipt of written approval of the Task Order, the Contractor will commence its Services immediately upon receipt of an executed Notice to Proceed issued by the Commissioner of the Department or her authorized designee.

## EXHIBIT 1A: CUSTODIAL SERVICES

### I. Overview

The Operations Manager(s) and cleaning supervisor(s) shall walk the property on an as needed basis. The purpose of the walk through is to maintain high cleaning standards and determine areas that need special attention. Any discrepancy noted must be rectified before the next walk through. Such "as needed basis" will be determined by Contractor but must be approved by the Commissioner or the Commissioner's authorized representative.

In addition to the Specifications listed below, all defined areas listed in Section II. F are to be power washed on an as needed basis. The Contractor shall provide cleaning and maintenance of all vendor occupied spaces, including the McDonald's Cycle Center and seasonal food vending areas.

### II. Cleaning Specifications — Summer (on an as needed basis), including but not limited to the following:

#### A. MCDONALD'S CYCLE CENTER

- Wipe down doors
- Clean all glass
- Sweep area
- Wipe down all walkways and stairs
- Wipe down walls of marks and high dust
- All stainless steel cleaned and streak free
- Bathrooms must be sanitized
- Trash cans emptied (do not allow to overfill)
- Area free of graffiti

#### B. BP PEDESTRIAN BRIDGE

- Walkway is swept and washed
- Interior of bridge is wiped down
- All railings must be wiped down and free of fingerprints
- All stainless steel free of marks
- Panels free of graffiti
- Lights wiped down
- Trash cans emptied (do not allow to overfill)
- Walkway free of gum
- Cold air storage secure and free of obstruction

#### C. CHASE PROMENADES (NORTH, CENTRAL, SOUTH)

- All walkways free of gum
- All walkways free of trash
- Trash cans wiped down with no rust stains
- Walkways swept
- Grass area free of trash
- Benches wiped down
- Trash cans emptied (do not allow to overfill)
- Areas free of graffiti
- Light poles free of graffiti

#### D. COLUMBUS & MONROE PEDESTRIAN TUNNEL - (TO DALEY BI-CENTENNIAL PARK)

- Floor free of gum
- Floor swept and free of trash
- Trash cans emptied (do not allow to overfill)
- Sweep floor and all curbs
- Lights wiped down
- Clean tile

#### E. CROWN FOUNTAIN



- All walkways free of trash
- Grass area free of trash
- Stairways free of trash
- Railing clean
- Benches wiped down and clean
- Trash cans emptied (do not allow to overfill)
- Area free of graffiti

F. GREAT LAWN

- Perimeter swept and free of gum
- Grass area free of trash
- All columns free of fingerprints
- All trash cans wiped down and free of rust Trash cans emptied (do not allow to overfill)
- All graffiti removed

G. LURIE GARDEN

- Benches wiped down and free of gum
- All gravel swept in paths
- Paved walkways swept and free of gravel, trash, and gum
- Grass areas free of trash, including garden areas
- All railings must be wiped down
- Water feature clean of trash
- Remove all graffiti
- All trash cans wiped down and free of rust
- Trash cans emptied (do not allow to overfill)

H. MONROE STREET SERVICE TUNNEL

- Clean drainage grates
- Remove all graffiti
- Pick up trash
- Trash cans emptied (do not allow to overfill)

I. NORTH / SOUTH BOEING GALLERIES

- All walkways free of gum and trash
- Walkways swept
- Grass areas free of trash
- Trash cans wiped down and free of rust
- Trash cans emptied (do not allow to overfill)
- Remove all graffiti

J. NORTHEAST AND NORTHWEST EXELON PAVILIONS

- Wipe down doors
- Clean any exterior glass
- Sweep area
- Wipe down all walkways and stairs
- Wipe down walls of marks and high dust
- Clean and sanitize bathrooms
- Empty trash as needed
- Clean photocells
- Vacuum carpeted areas (offices, store, Welcome Center)
- Dust office space surfaces

K. PARK PERIMETER (COLUMBUS/RANDOLPH/MICHIGAN/MONROE)

- Remove gum
- Pick up trash, litter and debris, including curbs
- Trash cans emptied (do not allow to overfill)

- Sweep walkways
- Clean rust and stains
- Remove graffiti
- Wipe down light poles

L. PRITZKER PAVILION

1. Stairs

- Sweep stairs
- Remove gum
- Remove graffiti

2. Ramps

- Remove gum
- Remove graffiti
- Sweep
- Trash cans emptied (do not allow to overfill)
- Clean rails

3. Pavilion Seating Area

- Clean all seats
- Remove gum
- Remove graffiti
- Sweep seating area
- Remove spider webs
- Clean and polish rails

4. Pavilion and Back of House

- Vacuum library and take out trash
- Vacuum production room and take out trash
- Sweep warm up rooms A, B, C, D
- Sweep Orchestra Manager room
- All bathrooms — sweep, mop, stock
- Choral Rehearsal Room — sweep, mop, polish stainless steel, and take out trash
- Sweep and mop Stage area
- Scrub hallways
- Dust walls and lights
- Remove graffiti

5. East/West Arcades

- Scrub Floors
- Wipe down walls
- Clean and polish all stainless steel
- Wipe down doors
- Clean and polish all drain covers – remove debris
- Trash cans emptied (do not allow to overfill)
- Dust all light fixtures
- Wipe down all signage
- Clean Security Office, including sweeping/mopping/vacuuming, trash removal, light dusting
- Clean Employee Break Room – same as Security Office
- Remove graffiti
- Remove gum

6. Arcade Bathrooms

- Sweep
- Mop

- Wipe down partitions
- Clean all mirrors – streak free
- Clean and polish all stainless steel
- Clean and polish all drain covers – remove debris
- Remove trash and clean trash cans
- Clean and stock all toilet paper dispensers
- Wipe down sinks and pipes
- Wipe all partition walls
- Clean walls as needed
- Sanitize bathrooms
- Clean Hand Dryers
- Remove graffiti

M. ROOFTOP TERRACE

- Sweep area
- Remove gum
- Clean rust and stains as needed
- Remove graffiti

N. AT&T PLAZA / CLOUD GATE

- Sweep area
- Remove gum
- Remove graffiti
- Wipe down trash cans and remove trash
- Remove trash and litter from grass area
- Clean and polish rails
- Cloud Gate is wiped down
- Clean all drains
- Trash cans emptied (do not allow to overfill)
- Scrub Promenade area

O. SOUTHEAST / SOUTHWEST EXELON PAVILION

- Clean exterior glass

P. WRIGLEY SQUARE

- Clean walkways
- Remove gum
- Remove graffiti
- Remove debris from water feature
- Wipe down trash cans and remove rust, empty trash cans
- Pick up trash in grass areas
- Power wash Peristyle
- Trash cans emptied (do not allow to overfill)

Q. MCCORMICK TRIBUNE PLAZA

- Clean and Sanitize bathrooms as needed during all seasons Remove gum for all services
- Pick up trash and debris from exterior plaza and interior lobby Empty trash cans in general outdoor area and interior lobby Remove graffiti
- Sweep area walkways
- Grass area free of trash
- Sweep and mop interior lobby adjacent to lobby
- Clean lobby walls
- Keep bathroom hand dryers, faucets, and flush valves in proper working order
- Clean glass lobby exterior doors
- Clean metal finishes exterior and interior as needed

R. MADISON AND WASHINGTON ALLEZ

- Maintenance of decorative elements, including sculpture, walkways, fencing and other hardscape features
- Security
- Cleaning
- Landscape Maintenance
- Electrical
- Plumbing/Water Features
- Engineering

S. MISCELLANEOUS

- Polish stainless steel Mayor's Marker
- Clean signage
- Remove all graffiti and gum

III. Cleaning Specifications — Winter (on an as needed basis), including but not limited to the following:

A. SNOW REMOVAL

- The cleaning contractor shall assist in clearing snow as needed

B. MCDONALD'S CYCLE CENTER

- Wipe down doors
- Clean any glass
- Sweep area
- Sweep all walkways and stairs
- Wipe down walls and high dust
- Remove graffiti
- Remove gum
- Clean stainless steel
- Trash cans emptied (do not allow to overfill)
- Wipe down and empty trash cans
- Remove rust as needed
- Bathrooms must be sanitized

C. BP BRIDGE

- Sweep walkway
- Remove graffiti
- Remove gum
- Wipe down and empty trash cans
- Remove rust as needed
- Clear snow as needed

D. CHASE PROMENADES (NORTH, CENTRAL, SOUTH)

- Sweep all walkways
- Trash cans emptied (do not allow to overfill)
- Clean all rails
- Remove all graffiti
- Remove gum

E. COLUMBUS & MONROE PEDESTRIAN TUNNEL (TO DALEY BICENTENNIAL PARK)

- Remove gum
- Remove graffiti
- Sweep walkway and curbs
- Wipe down and empty trash cans
- Remove rust as needed
- Clean tile

- F. CROWN FOUNTAIN
- Sweep walkways
  - Remove trash from grass areas
  - Clean stairs and rails
  - Remove gum
  - Remove graffiti
  - Wipe down and empty trash cans
  - Clean rust as needed
- G. GREAT LAWN
- Clean grass area
  - Wipe down and empty trash cans
  - Remove graffiti
  - Remove gum
- H. LURIE GARDEN
- Sweep gravel onto gravel walkway.
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Clean grass areas
  - Clean debris from water feature
- I. MONROE STREET SERVICE TUNNEL
- Clean drainage grates
  - Remove graffiti
  - Trash cans emptied (do not allow to overfill)
  - Remove gum
- J. NORTH / SOUTH BOEING GALLERIES
- Sweep walkways
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Remove rust as needed
- K. NORTHEAST AND NORTHWEST EXELON PAVILIONS
- Same specifications as Summer Cleaning
- L. PARK PERIMETER
- Sweep all walkways
  - Remove graffiti
  - Remove gum
  - When curbs are clear - remove debris
  - Wipe down and empty trash cans
  - Remove rust stains as needed
- M. PRITZKER PAVILION
- Back of House follows same specifications as Summer Cleaning
  - Stage area must be swept and mopped
  - Clean floor grates
  - Clean and polish rails
  - Trash cans emptied (do not allow to overfill)
  - Sweep seating area as needed

1. West Arcade
  - Cleaning as needed
  
2. East Arcade
  - Same specifications as EAST/WEST Arcade Summer Cleaning
  - East Arcade Bathrooms
  - Sweep floor
  - Mop
  - Wipe down partitions
  - Clean all mirrors – streak free
  - Clean and polish all drain covers – remove debris
  - Remove trash and clean trash cans
  - Clean and stock all toilet paper dispensers
  - Wipe down sinks and pipes
  - Wipe all partition walls
  - Clean walls as needed
  - Sanitize bathrooms
  - Clean Hand Dryers
  - Check operation of Hand Dryers, Auto Faucets and Flush Valves
  - Remove graffiti
  
- N. ROOFTOP TERRACE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  
- O. AT&T PLAZA/CLOUD GATE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  - Trash cans emptied (do not allow to overfill)
  - Wipe down and empty trash cans
  - Remove rust stains as needed
  
- P. SOUTHEAST / SOUTHWEST EXELON PAVILIONS
  - Clean glass
  
- Q. WRIGLEY SQUARE
  - Sweep area as needed
  - Remove graffiti
  - Remove gum
  - Wipe down and empty trash cans
  - Remove rust stains as needed.
  
- R. MCCORMICK TRIBUNE PLAZA
  - Clean and Sanitize bathrooms as needed during all seasons
  - Remove gum for all services
  - Pick up trash and debris from exterior plaza and interior lobby
  - Empty trash cans in general outdoor area and interior lobby
  - Remove graffiti
  - Sweep area walkways
  - Winter walkways free of snow and ice
  - Sweep and mop interior lobby adjacent to lobby
  - Clean lobby walls
  - Keep bathroom hand dryers, faucets, and flush valves in proper working order
  - Clean glass lobby exterior doors

- Clean metal finishes exterior and interior as needed

S. MADISON AND WASHINGTON ALLEZ

- Maintenance of decorative elements, including sculpture, walkways, fencing and other hardscape features
- Security
- Cleaning
- Landscape Maintenance
- Electrical
- Plumbing/Water Features
- Engineering

IV. Metal Maintenance

The Contractor must perform metal maintenance according to the manufacturer's specifications.

**Performance Requirement:** The following standard of cleanliness shall apply to all areas: All areas must be maintained in function and appearance similar to that of a 5-star hotel located in a major metropolitan city in the United States. Without limiting the foregoing, all areas must be free of debris, soil, and stains; all materials must be fully stocked and work must be performed in an expeditious and professional manner.

## EXHIBIT 1B: ELECTRICAL, ENGINEERING AND TRADE SERVICES

Contractor shall, when necessary, cooperate with the entity responsible for the operation and maintenance of the parking garage, and provide, at a minimum, electrical and engineering services in the following areas (for repair jobs in excess of \$10,000 Contractor must notify the Commissioner to obtain approval to perform the work under the property management contract):

I. Engineering Services will include but are not limited to the following:

A. Hours of Operation

The Contractor must provide the following minimum standards for Engineering services. Peak Season runs from April 1 through October 31. Non-peak season runs from November 1 through March 30.

Peak Season (1 Engineer per Shift)  
Monday — Friday, 6:00 a.m. — 11:00 p.m.  
Saturday— Sunday, 6:00 a.m. — 11:00 p.m.  
Non-Peak Season (1 Engineer per Shift)  
Monday — Tuesday, 7:00 a.m. — 3:00 p.m.  
Wednesday — Friday, 6:00 a.m. — 10:00 p.m.  
Saturday — Sunday, 8:00 a.m. — 4:00 p.m.

B. Rounds of the entire park (performed on an as needed basis) include the following minimum standards:

- Inspection of all mechanical rooms in all park buildings (Bicycle Station, East & West Arcades, East & West Exelon, Pritzker Pavilion, and McCormick Tribune Plaza).
- Logging of critical information on all units in park mechanical rooms.
- Logging of temperature readings for critical equipment areas twice per shift (i.e. Amplifier rooms, computer rooms, instrument storage rooms, etc.)
- Inspection/blow down of humidifiers for instrument storage rooms.
- Inspection/logging of life safety equipment throughout park (East & West Arcades, East & West Exelons, Pritzker Pavilion, and McCormick Tribune Plaza).

C. On an as needed basis, maintenance includes the following minimum standards.

- Inspection/repairing of all plumbing in park restrooms. Includes preventive maintenance on automatic units.
- Inspection/repairing of water fountains in park buildings and outside areas.
- Inspection/repairing of door and lock hardware. Includes issuing/record keeping of keys distributed.
- Conduct preventive maintenance on an as needed basis based on equipment running time

D. Park Water Features maintenance should include the following minimum standards, on, an as needed basis:

- Inspection/adjustment of chemical feed systems in Crown Fountain and Lurie Garden mechanical rooms.
- Chemical readings of Crown and Lurie water features (conducted twice per shift)
- Inspection of Crown Fountain and Lurie Garden mechanical room pump and fan systems.
- Cleaning of strainers and backwashing of filter system Crown Fountain pump rooms.
- Cleaning of strainers in Lurie Garden pump room.
- Removal of debris and coins from Lurie Garden water feature.
- Logging of water consumption for both North and South Crown Fountain pump rooms.
- Receiving/loading of Crown and Lurie chemical supply.
- Logging of temperature readings for critical equipment areas in Crown mechanical rooms.

E. Miscellaneous Tasks include on an as needed basis:

- Distribution of work orders to engineering staff.
- Meeting/organizing of trades and contractors for various park events and projects.
- Placement of supply orders for park projects and routine maintenance needs (i.e. plumbing parts)
- Assessment of the status of current park projects.
- Meetings with management regarding current and upcoming park projects and events.
- Various park tasks (i.e. hanging of signs, opening various doors, opening tent side panels, assisting security and cleaning crew, etc.)



F. General Responsibilities to be completed on an as needed basis.

- Carpentry
- Critical systems
- Develop and maintain Safety Manual
- Elevator maintenance
- Fire, life, safety system
- HVAC
- Key retention policy
- Plumbing

G. Facility Systems Requiring Repairs and Preventive Maintenance, on an as needed basis:

- Air compressors
- Air handling units (AHUs)
- Automatic transfer switches
- Backflow assembly
- Cabinet unit heaters
- Diffusers
- Drip drums in dry sprinkler
- Exhaust fans
- Eye wash stations
- Fire doors and dampers
- Water features (Crown Fountain, Wrigley Square, Lurie River)
- Heat recovery system
- Park Golf carts
- Heat trace for plumbing
- Lawn vacuums
- Lifts --Wheel chair / personal / piano
- Pedestrian doors
- Plumbing
- Pressure washer
- Reduced pressure zone
- Roll up doors
- Roofs
- Sprinkler system
- Stage glass doors
- UPS & power conditioner
- Variable air volume controls
- Fire extinguishers
- Fire / life safety systems
- Water fountains
- Water heaters
- Water pumps

H. Emergency Generator and Critical Systems

The Millennium Park emergency generator is located in the Millennium Park parking garage below the Park. Millennium Park engineering staff must cooperate with the entity responsible for the operation and maintenance of the parking garage and also be present during the annual testing of the emergency generator, to include load tests of critical systems and verification of the connection of critical systems to the generator or UPS.

The generator is a 480V/100AJ3phase to a 208v/120v transformer, which feeds Automatic Transfer Switch #1 and Automatic Transfer Switch #2.

Power is distributed from the generator to the following systems:

- Plumbing
- Sprinkler monitoring panel
- Fire alarm monitoring panel (panel location F131)
- Emergency lighting dimmer rack (panel location F114)
- Emergency lighting panel aisle lighting (panel location F109)
- Emergency lighting panel (panel location F122)
- Emergency service panel (panel location F122)
- Air compressors
- Security system
- Heat Trace

The critical operations systems at Millennium Park include:

- Emergency generator
- Emergency exit lighting
- Emergency lighting along seating in the Jay Pritzker Pavilion
- Fire alarm panel
- UPS systems for radios and amplifiers
- Power conditioners
- Cooling systems for rooms with critical equipment
- Heat trace systems
- Chilled water system (provided by Chicago Thermal)

II. Electrical Services (to be performed on an as needed basis) will include but are not limited to the following:

A Hours of Operation

The Contractor must provide the following minimum standards for Electrician services. Peak Season runs from April 1 through October 31. Non-peak season runs from November 1 through March 30.

Peak Season (2 Electricians per Shift)

Monday — Friday, 7:00 a.m. — 3:00 p.m.

Saturday — Sunday, 7:00 am — 3:00 p.m.

Non-Peak Season (1 Electrician per Shift)

Monday — Friday, 7:00 a.m. — 3:00 p.m.

Saturday — Sunday, 7:00 a.m. — 3:00 p.m.

B. Duties consist of the following minimum standards.

- Heat trace
- Complete work orders generated by Contractor within 48 hours.
- Provide electrical set up and take down for all public and private events.
- Provide electrical support during all public and private events.
- Provide electrical consultation to perspective event clients and City agencies.
- Monitor connections and use of electric by outside vendors and performers.
- Review inventory and order supplies

C. Duties consist of the following minimum standards.

- Verify public and private programming schedule
- Check all exterior lighting.
- Check all safety and critical systems electric and lighting.
- Assist Com Ed in locating and reading meters.

D. Duties consist of the following minimum standards.

- Provide Contractor with recommended preventive maintenance tasks for following month.

- Check and tighten all panels and switchgear.
- Perform preventive maintenance measures.

E. Duties consist of the following minimum standards.

- Clean out all electrical panels and make necessary repairs.
- Verify waterproofing for all exterior electrical connections and make necessary repairs.
- Change out all stage and architectural lighting in Pritzker Pavilion.
- Change out all architectural lighting on the Pritzker trellis.
- Provide necessary support for holiday decorations.
- Prepare water features for seasonal start-up and shut-down.
- Test emergency generator.

F. General information

- Electrical, including emergency electrical services, and preventive maintenance shall be performed by Contractor.
- The Contractor shall coordinate Automatic Transfer Switch (ATS) maintenance work with LAZ Parking (as Agent for the City of Chicago and the Department of Finance). LAZ Parking, as Agent for the City of Chicago, tests and maintains the emergency generator, fire pump and domestic water pump. The Contractor shall monitor and document this required testing.
- The Contractor shall employ industry recognized preventive maintenance procedures. All warranties, instructions, or procedures specific to brand or model must be followed by Contractor.

Performance Requirement: The work must be performed at a level consistent with such services performed at a 5-star hotel located in a major metropolitan city in the United States. Contractor shall not interfere with the rights and responsibilities of the entity responsible for the operation and maintenance of the parking garage.

## **EXHIBIT 1C: SECURITY SERVICES**

The Contractor must perform all the necessary services required by and pre-approved by the City including, but not limited to, the coordination and operation of all security services. The Contractor must provide daily on-site management for security personnel who are responsible for the daily activity of the security staff to insure full coverage at all times.

Security services are the responsibility of the Contractor, but are approved by the City of Chicago. The Contractor must follow the City's rules and regulations and must meet with the Commissioner of Cultural Affairs as requested.

All related equipment for security and security personnel must be maintained according to the manufacturer's specification.

## EXHIBIT 1D: LANDSCAPE AND HORTICULTURE SERVICES

### LANDSCAPE AND HORTICULTURE SERVICES

#### Description

The site landscape plan includes exposed aggregate concrete pavement, fencing, site metal handrails, guardrails and gates, site furnishings and other miscellaneous site improvements and all other work included. Planting soil system and landscape improvements include planting trees and shrubs, groundcover, perennial and herbaceous plants, lawns, natural plantings, liquid biological amendment, mulch, fertilizer and other soil amendment applications as well as a complete irrigation system.

#### Responsibilities

The Contractor will maintain all landscape and horticulture in a clean and attractive state at all times, including lawn areas, flower beds, planting beds, shrubs, trees, and any other areas at the direction of Millennium Park personnel and in accordance with the terms below. This responsibility also includes weed removal. Additionally, the awardee will maintain and repair the irrigation system.

As noted in the Scope, the Contractor will not be responsible for landscape and horticulture maintenance in the Lurie Garden, unless contracted separately by Lurie Garden personnel.

Also, the Contractor shall meet the goals and objectives of the City's Sustainability Plan, where practical, and subject to review by City.

## LANDSCAPE MAINTENANCE STANDARDS

### PART 1- GENERAL

#### 1.1 Summary

##### A. The work includes, but is not limited to:

1. Standard landscape maintenance operations, including seasonal and ongoing landscape maintenance of:
  - a. Standard plant material and/or planting beds, including the following landscapes and landscape elements:
    - 1) Herbaceous plant material, including annuals, bulbs, perennials, herbaceous vines and herbaceous groundcover
    - 2) Woody plant material, including trees, shrubs, hedges, woody vines and non-herbaceous groundcover
    - 3) Hard surfaces, including walkways, paths, stairs, driveways, curbs, and other paved surfaces within and/or immediately adjacent to areas of work
  - b. Turf and lawns
  - c. Irrigation systems
2. Miscellaneous landscape services, including:
  - a. Turf-related repair/restoration maintenance services
  - b. Woody plant material-related maintenance services
  - c. General landscape maintenance services
  - d. Landscape protection services
3. All work and standard landscape maintenance operations included here exclude the Lurie Garden

B. Contractor shall furnish all labor, supervision, equipment, vehicles and materials necessary to perform all work as specified.

C. Contractor shall specify a project manager for all of the work. Project manager shall be at the work site at all times while work is being performed.

#### 1.2 Standards Compliance

A. All maintenance operations shall comply with the code of standards currently recommended by the American Association of Nurserymen, Inc., except as noted differently in this specification.

### PART 2- MATERIALS

#### 2.1 Fertilizer

##### A. General

1. The use of organic-based fertilizers is preferred over inorganic, petroleum-based fertilizers.
2. Fertilizer shall be delivered to the site in unopened, original containers, each bearing name and address of the manufacturer, name brand or trademark and manufacturer's guaranteed analysis.
3. When used, Organic-based fertilizers shall be formulated to meet National Organic Program standards.
4. When used, organic-based fertilizers shall be OMRI™ (Organic Materials Review Institute) listed.

##### B. Fertilizer Application (all plant materials)

1. Fertilizer applications shall be made as determined by visual plant condition and soil test data.
2. Fertilizer applications shall follow industry best practices and all fertilizer label recommendations for application rate, application method, and use of appropriate personal protective equipment (PPE).

#### 2.2 Mulch Materials

##### A. Leaf Compost (leaf mold; leaf mulch)

1. Contractor shall provide a 1-quart (minimum) sample of all mulch materials that includes production facility name, address, and contact information, upon request.
2. Material specification
  - a. Leaf compost shall be derived exclusively from the decomposed leaves of hardwood trees, contain less than 1% non-leaf organic matter; clean, free of weed seeds or other undesirable components or contaminants.
  - b. Leaf compost is to have a pH, between 6.3 and 7.0.

B. Shredded Hardwood Mulch (mulch)

1. Material specification
  - a. Mulch shall be derived exclusively from the wood of hardwood trees and be free of foreign matter, sticks, stones, roots, soil and/or other unacceptable material
  - b. Mulch shall be shredded or double-ground and composted hardwood, not to exceed two (2) inches in its largest dimension.
  - c. Proportion of fines (material passing sieve size #60) shall not exceed 10% as determined by weight.

2.3 Soil Materials

- A. Contractor shall provide a 1-quart (minimum) sample of all soil materials that includes production facility name, address, and contact information, upon request.

2.4 Other Soil Amendments and Additives

- A. Other soil amendments and additives include, but are not limited to, chelated micronutrients, compost, compost tea, corn gluten, gypsum, mycorrhizal soil amendment, and sand.
- B. Use of soil amendments and additives must be approved prior to use within Millennium Park.

PART 3 - EXECUTION

3.1 General

- A. Categories of project work include:
  1. Standard landscape maintenance operations
    - a. Spring clean-up and site preparation
    - b. On-going maintenance
    - c. Fall maintenance, clean-up and winterization
    - d. Winter maintenance
  2. Specialized landscape maintenance operations
  3. Miscellaneous landscape services
- B. Standard landscape maintenance operations
  1. Standard landscape maintenance operations are to be performed on the following landscapes and landscape elements:
    - a. Standard plant material and/or planting beds
      - 1) Herbaceous plant material, including annuals, bulbs, perennials, herbaceous vines and herbaceous groundcover
      - 2) Woody plant material, including trees, shrubs, hedges, woody vines and non-herbaceous groundcover
      - 3) Hard surfaces, including walkways, paths, stairs, driveways, curbs, and other paved surfaces within and/or immediately adjacent to areas of work
    - b. Turf and lawns
    - c. Irrigation systems
  2. Standard plant material and planting bed landscape maintenance operations include, but may not be limited to:
    - a. Planting beds and mulched tree rings

- 1) General site preparation (spring clean-up)
  - 2) Cleaning and raking
  - 3) Weed control
  - 4) Cultivation
  - 5) Edging
  - 6) Leaf compost and mulch application
- b. Herbaceous plant material
- 1) Applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning
  - 3) Fertilization
  - 4) Watering
  - 5) Lifting, dividing and re-planting
  - 6) Insect, pest and disease control
- c. Woody plant material
- 1) Applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning
  - 3) Renewal and rejuvenation pruning
  - 4) Fertilization
  - 5) Watering
  - 6) Insect, pest and disease control
  - 7) Anti-desiccant application for evergreens (winterization)
- d. Hard surfaces
- 1) Cleaning and raking
  - 2) Weed control
4. Turf and lawn landscape maintenance operations include, but may not be limited to:
- a. Mowing and trimming
  - b. General clean up
  - c. Fertilization
  - d. Weed control
  - e. Aeration
  - f. Slit seeding (inter-seeding or over-seeding)
  - g. Pest and/or disease control
5. Irrigation systems maintenance
- a. Spring start-up and adjustment
  - b. On-going monitoring, maintenance and adjustment
  - c. Fall shut-down and winterization
- C. Miscellaneous landscape maintenance services
1. The miscellaneous landscape maintenance services detailed herein are NOT standard project services, and are to be performed only as directed by Millennium Park management personnel, on an individual proposal basis.
  2. Costs associated with these services will be proposal-based, according to accepted unit pricing (where applicable).



3. Miscellaneous landscape maintenance services include, but may not be limited to:
  - a) Turf-related maintenance services
  - b) Woody plant material-related maintenance services
  - c) General landscape maintenance services
  - d) Landscape protection services

### 3.2 Standard Landscape Maintenance Operations

#### A. General

1. The intended result of all landscape maintenance work is consistently well-groomed, aesthetically pleasing landscapes with healthy, vigorous, thriving plantings. All areas of work are to be uniformly maintained as specified at all times for the duration of the contract.
2. All pruning, dividing and other work directly affecting the health of the plant material is to be performed at the time of year and under conditions appropriate to the specific plant material.
3. Costs associated with the replacement of dead plant material shall be included in standard landscape maintenance, except where plant material to be replaced is under warranty.

#### 8. Spring Clean-Up and Site Preparation

##### 1. Schedule of work

- a. On or about March 15, begin removal of salt damage protection fencing. Removal to be complete by March 31.
- b. General spring clean-up and site prep operations are to begin April 1 of each contract year, except where a different start date is specified below.
- c. Spring clean-up and site prep operations to be performed while plant material is still dormant, prior to bud break and/or other time-sensitive designation must be completed within the time period specified.
- d. Soil samples shall be taken by April 15, prior to the application of any fertilizers and/or soil amendments.
- e. All spring clean-up and prep operations are to be completed by May 15 of each contract year.

##### 2. Standard landscape maintenance operations

###### a. Planting bed and mulch tree ring maintenance

###### 1) General site preparation

- a) Inventory all planting beds and note all dead and/or severely damaged plant material, eroded areas, and any other conditions that may require attention. Submit the report to Millennium Park personnel; report to be organized by area, and include location and details of all documented issues.
- b) Remove dead plant material as specified; replace as directed.
- c) Remove rabbit damage exclusion fencing as directed.
- d) Take soil samples where directed; submit soil samples for testing and diagnostic services as specified.

2) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.

3) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.

4) Cultivation: Cultivate all beds and mulched tree rings as specified; remove excess decomposed mulch as necessary to maintain proper soil grade.

5) Edging: Edge all beds and mulch tree rings as specified.

###### 6) Leaf compost and mulch application

- a) Top-dress all planting beds and tree rings with 3/4" to 1" leaf compost as specified.
- b) Mulch all planting beds and tree rings as specified.

###### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Maintenance pruning

- a) Prior to the start of spring growth, all dead and/or dried stems, leaves, seed-heads, etc. from the previous winter are to be cut back and removed.
      - b) Perform maintenance pruning, including dead-heading and cutting-back, as specified.
    - 3) Fertilization: Fertilize all herbaceous plant material as specified.
    - 4) Watering: Water all herbaceous plant material as specified.
    - 5) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
    - 6) Insect, pest and disease control: Control insects, pests and diseases as specified.
  - c. Woody plant material
    - 1) Perform all applicable planting bed maintenance, PLUS
    - 2) Maintenance pruning: Provide maintenance pruning as specified.
    - 3) Renewal and rejuvenation pruning
      - a) Shrubs, woody vines and woody ground cover to receive spring renewal pruning are to be pruned as specified.
      - b) Hedges: Where directed, provide rejuvenation pruning to hedges as specified.
    - 4) Fertilization
      - a) Deciduous trees: Fertilize deciduous trees immediately after hardening-off, as specified.
      - b) Shrubs, hedges, woody vines and woody ground cover: Fertilize as specified.
    - 5) Watering: Water all woody plant material as specified.
    - 6) Insect, pest and disease control: Control insects, pests and diseases as specified.
  - d. Hard surfaces
    - 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
    - 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.
3. Spring Turf and lawn landscape maintenance operations
  - a. General site preparation and clean up
    - 1) Inventory all turf and lawn areas and note any damage, ruts, flooding, compaction, erosion, and any other conditions that may require attention. Submit the report to Millennium Park personnel; report to be organized by area, and include location and details of all documented issues.
    - 2) Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all turf and lawn areas must be kept consistently clean.
  - b. Mowing and trimming
    - 1) Mowing and trimming of turf is to begin when turf height reaches 3 inches, after growth starts in the spring; operations are to be performed as specified.
    - 2) Turf is to be mowed and trimmed during active growth as specified.
  - c. Fertilization: Fertilize turf in April, prior to or coinciding with onset of active growth, as specified.
  - d. Weed control: Control weeds in turf as specified.
  - e. Aeration: Core aerates all turf areas after first mowing, when turf has begun vigorous growth; operations are to be performed as specified.
  - f. Slit seeding (inter-seeding or over-seeding): Slit seed turf areas as specified.
  - g. Insect, pest and disease control: Control insects, pests and diseases as specified.
  - h. Turf repair and re-establishment: Provide standard turf repair and re-establishment services as specified.

#### 4. Irrigation systems maintenance

All irrigations systems maintenance, including but not limited to:

- a. Perform system start-up and testing as specified
- b. Adjust system as required.
- c. Repairs as required.

### C. On-Going Maintenance

#### 1. Schedule of work

- a. On-going maintenance is to begin in each area of work immediately upon completion of spring clean-up for that area.
- b. Contractor is responsible for regular and ongoing monitoring and investigation of on-site conditions and for scheduling and directing all designated project services work accordingly.
- c. All designated project services work is to be performed as often as necessary to ensure that the required result is achieved consistently during the term of work.

#### 2. Standard landscape maintenance operations

##### a. Planting bed and mulch tree ring maintenance

- 1) General monitoring: Inventory all planting beds and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: dead and/or severely damaged plant material, eroded areas, etc.
- 2) Remove dead plant material as specified; replace as directed.
- 3) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.
- 4) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.
- 5) Edging: Edge all beds and mulch tree rings as specified.

##### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
- 3) Staking and tying: Stake and tie herbaceous plant material as specified.
- 4) Maintenance pruning: Perform maintenance pruning, including dead-heading and cutting-back, as specified.
- 5) Fertilization: Fertilize all herbaceous plant material in July as specified.
- 6) Watering: Water all herbaceous plant material as specified.
- 7) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### c. Woody plant material

- 1) Perform all applicable planting bed and mulched tree ring maintenance, PLUS
- 2) Maintenance pruning: Provide maintenance pruning as specified.
- 3) Watering: Water all woody plant material as specified.
- 4) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### d. Hard surfaces

- 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
- 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.

#### 3. On-Going Turf and lawn landscape maintenance operations

- a. General monitoring: Inventory all turf and lawn areas and report all issues or conditions that may require attention to

Millennium Park personnel, including, but not limited to: general damage, ruts, flooding, compaction, erosion, etc.

- b. Mowing and trimming: Mow and trim turf during active growth, as specified.
- c. Clean up: Remove all leaf litter, branches, trash and other debris from all areas of work as specified; all turf and lawn areas must be kept consistently clean.
- d. Fertilization: Fertilize turf in September, as specified.
- e. Weed control: Control weeds in turf as specified.
- f. Aeration: Core aerates all turf areas in September, as specified.
- g. Insect, pest and disease control: Control insects, pests and diseases as specified.
- h. Turf repair and re-establishment: Provide standard turf repair and re-establishment services as specified.

#### 4. Irrigation systems maintenance

- a. Provide on-going checks and repairs as specified.

### D. Fall Maintenance, Clean-Up and Winterization

#### 1. Schedule of work

- a. Planting beds: Fall clean-up and winterization is to commence in early October, or when the leaves begin to fall, and is to be complete by November 30.
- b. Turf and lawn: Fall maintenance is to begin in September and is to be complete by November 30.

#### 2. Standard landscape maintenance operations

##### a. Planting bed and mulched tree ring maintenance

- 1) General monitoring: Inventory all planting beds and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: dead and/or severely damaged plant material, eroded areas, etc.
- 2) Cleaning and raking
  - a) Rake leaves as specified from all planting beds on a weekly basis until leaf fall is complete; leaves shall be finely mulched and returned to planting beds as specified.
  - b) Remove all litter, branches, trash and other debris from all areas of work as specified; all beds must be kept consistently clean.
- 3) Weed control: Remove all weeds, invasive plant material, etc. from all areas of work as specified; all beds must be kept consistently weed-free.
- 4) Edging: Edge all beds and mulch tree rings as specified.
- 5) Leaf compost and mulch application
  - a) Top dress all planting beds and tree rings with 1/2" Leaf compost as specified.
  - b) Mulch all planting beds and tree rings as specified.

##### b. Herbaceous plant material

- 1) Perform all applicable planting bed maintenance, PLUS
- 2) Maintenance pruning
  - a) Perform maintenance pruning, including dead-heading and cutting-back, as specified.
  - b) Cut-back perennials and other herbaceous plant material on a weekly basis until all material to be cut down is removed as specified. Leave ornamental grasses and some perennials for winter interest as directed by Millennium Park personnel.
- 3) Watering: Water all herbaceous plant material as specified.
- 4) Lifting, dividing and re-planting: Lift, divide and re-plant herbaceous plant material where necessary and/or as directed, as specified.
- 5) Insect, pest and disease control: Control insects, pests and diseases as specified.

##### c. Woody plant material

- 1) Perform all applicable planting bed maintenance, PLUS
  - 2) Maintenance pruning: Provide maintenance pruning as specified.
  - 3) Renewal and rejuvenation pruning: Shrubs, woody vines and woody ground cover to receive fall renewal pruning are to be pruned as specified.
  - 4) Watering: Water all woody plant material as specified.
  - 5) Insect, pest and disease control: Control insects, pests and diseases as specified.
- d. Hard surfaces
- 1) Cleaning and raking: Remove all leaf litter, branches, trash and other debris from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently clean.
  - 2) Weed control: Remove all weeds, invasive plant material, etc. from all hard surfaces within areas of work as specified; all hard surfaces must be kept consistently weed-free.
- E Fall Turf and lawn landscape maintenance operations
- 1) Seasonal monitoring: Inventory all turf and lawn areas and report all issues or conditions to Millennium Park personnel that may require attention in following spring, including, but not limited to: general damage, ruts, flooding, compaction, erosion, etc.

**3. Fall Irrigation systems maintenance**

- a. Provide fall shut down & winterization services as specified

**4. Standard landscape maintenance operations**

- a. Standard fall landscape maintenance operations are to be performed on all areas of work, including:
  - 1) General monitoring: Inventory all areas of work and report all issues or conditions that may require attention to Millennium Park personnel, including, but not limited to: damaged plant material, ruts, flooding, compaction, erosion, etc.
  - 2) Clean up: Remove all litter, branches, trash and other debris from all areas of work as specified; all areas of work must be kept consistently clean.

**3.3 Specialized Landscape Maintenance Operations**

**A. General**

1. The intended result of all landscape maintenance work is consistently well-groomed, aesthetically pleasing landscapes with healthy, vigorous, thriving plantings. All areas of work are to be uniformly maintained as specified at all times for the duration of the contract.
2. Includes special and/or seasonal landscape work associated with events, displays, or other activities within Millennium Park.
3. Specific duties, responsibilities, and operations to be discussed with Millennium Park personnel.

## EXHIBIT 2: COMPENSATION

### A. Basis of Compensation

Contractor's compensation will consist of (1) reimbursement of actual personnel and non-personnel costs ("Costs"), subject to a Detailed Annual Budget to be approved pursuant to the Agreement, and (2) payment of an annual management fee, as set forth herein ("Annual Management Fee"). The sum of (1) and (2) may not, in any year, exceed the guaranteed maximum price ("GMP"), as set forth below. If Contractor's actual costs in any year exceed the maximum total personnel and non-personnel costs in the approved Detailed Annual Budget for that year, Contractor must continue to perform the Services in accordance with the terms of this Contract at no extra charge to the City, unless otherwise agreed by the City in a written amendment pursuant to the Contract. Contractor agrees with respect to non-personnel costs to obtain multiple bids. The GMP may not exceed the annual Grand Total in Exhibit 2 each year, plus a maximum of \$500,000.00 in Task Orders per year.

### B. Annual Management Fee

The Annual Management Fee is \$260,000.00.

The Annual Management Fee represents Contractor's profit for the Services. The Annual Management Fee is payable in equal monthly installments. The Annual Management Fee is fixed and is not subject to adjustment. Any change to the Annual Management Fee will require an amendment to the Contract.

### C. Budget

#### Approval of Detailed Annual Budget

1. Contractor will be required to complete and submit to the Commissioner of DCASE a Detailed Annual Budget. Exhibit 6 lists the Annual Budget Categories the Contractor will be responsible to manage in association with its duties as the Contractor.
2. By July 1 of each year, the Contractor must submit a proposed detailed budget for the next calendar year for approval of the Commissioner and CPO. Reasonableness of costs will be determined by the Commissioner and the CPO. The Commissioners and CPO will make such revisions as they determine appropriate and will return the budget to the Contractor. Once the parties agree on a detailed annual budget for the coming year, the Contractor will receive written notification of approval no later than September 1. If the parties do not agree on a detailed annual budget for the coming year by September 15, this Contract will terminate on December 31, of the year in which an approved Annual Budget is in effect.
3. Contractor will work with DCASE to update the approved budget (as needed) based on year end costs, related to the approval of the City's annual budget.

Account Categories	Guaranteed Maximum Price					
	Year 1 2016	Year 2 2017	Year 3 2018	Year 4 2019	Year 5 2020	Total
<b>Millennium Park Expenses</b>						
Public Event & Festival Expenses	471,594.00	477,489.00	483,458.00	489,501.00	495,620.00	2,417,662.00
Production/Technical Support Staff	621,271.00	633,696.00	646,370.00	659,297.00	672,483.00	3,233,117.00
Sound System Inspection/Support	109,000.00	109,000.00	109,000.00	109,000.00	119,000.00	555,000.00
Private Event Support	278,836.00	283,019.00	287,264.00	291,573.00	295,947.00	1,436,639.00
Promenade/Concession Tent Rental	132,703.00	134,030.00	135,370.00	136,724.00	138,091.00	676,918.00
Rooftop Tent Set-up/Takedown/Cleaning	30,760.00	31,068.00	31,379.00	31,693.00	32,010.00	156,910.00
Cleaning Expenses	713,605.00	726,093.00	738,800.00	751,729.00	764,884.00	3,695,111.00
Repairs/Maintenance	1,233,621.00	1,258,293.00	1,283,459.00	1,309,128.00	1,335,311.00	6,419,812.00
General Property	203,394.00	206,953.00	210,575.00	214,260.00	218,010.00	1,053,192.00
Chilled Water	124,200.00	128,547.00	133,046.00	137,703.00	142,523.00	666,019.00
Landscape/Maintenance	476,625.00	488,541.00	500,755.00	513,274.00	526,106.00	2,505,301.00
Holiday Decorations	90,000.00	90,000.00	90,000.00	90,000.00	90,000.00	450,000.00
Snow Removal & Supplies	141,203.00	141,909.00	142,619.00	143,332.00	144,049.00	713,112.00
Security	1,453,835.00	1,482,912.00	1,512,570.00	1,542,821.00	1,573,677.00	7,565,815.00
Administration	667,654.00	677,669.00	687,834.00	698,152.00	708,624.00	3,439,933.00
Insurance	167,155.00	168,827.00	170,515.00	172,220.00	173,942.00	852,659.00
Ice Rink Concession Expense	369,094.00	372,785.00	376,513.00	380,278.00	384,081.00	1,882,751.00
<b>Total Millennium Park Expenses</b>	<b>7,284,550.00</b>	<b>7,410,831.00</b>	<b>7,539,527.00</b>	<b>7,670,685.00</b>	<b>7,814,358.00</b>	<b>37,719,951.00</b>

<b>Non-MP/CCC Venues</b>						
Private Event Management	482,067.00	489,298.00	496,637.00	504,087.00	511,648.00	2,483,737.00
Production/Technical Support Staff	953,716.00	972,790.00	992,246.00	1,012,091.00	1,032,333.00	4,963,176.00
<b>Other Venue Expenses</b>	<b>1,435,783.00</b>	<b>1,462,088.00</b>	<b>1,488,883.00</b>	<b>1,516,178.00</b>	<b>1,543,981.00</b>	<b>7,446,913.00</b>

<b>Millennium Park + Other Venue Expenses</b>	<b>8,720,333.00</b>	<b>8,872,919.00</b>	<b>9,028,410.00</b>	<b>9,186,863.00</b>	<b>9,358,339.00</b>	<b>45,166,864.00</b>
<b>Management Fee</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>	<b>1,300,000.00</b>

<b>Grand Total ("Guaranteed Maximum Price")</b> (Millennium Park + Non-MP/CCC Venues + Management Fee)	<b>8,980,333.00</b>	<b>9,132,919.00</b>	<b>9,288,410.00</b>	<b>9,446,863.00</b>	<b>9,618,339.00</b>	<b>46,466,864.00</b>
Task Orders (Max. Compensation)	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00	2,500,000.00
<b>Grand Total + Task Orders</b>	<b>9,480,333.00</b>	<b>9,632,919.00</b>	<b>9,788,410.00</b>	<b>9,946,863.00</b>	<b>10,118,339.00</b>	<b>48,966,864.00</b>

Guaranteed Maximum Price		
Extension Year 1 2021	Extension Year 2 2022	Extension Year 3 2023
501,815.00	508,088.00	514,439.00
685,933.00	699,652.00	713,645.00
119,000.00	119,000.00	119,000.00
300,386.00	304,892.00	309,465.00
139,472.00	140,867.00	142,276.00
32,330.00	32,653.00	32,980.00
778,269.00	791,889.00	805,747.00
1,362,017.00	1,389,257.00	1,417,042.00
221,825.00	225,707.00	229,657.00
147,511.00	152,674.00	158,018.00
539,259.00	552,740.00	566,559.00
90,000.00	90,000.00	90,000.00
144,769.00	145,493.00	146,220.00
1,605,151.00	1,637,254.00	1,669,999.00
719,253.00	730,042.00	740,993.00
175,681.00	177,438.00	179,212.00
387,922.00	391,801.00	395,719.00
<b>7,950,593.00</b>	<b>8,089,447.00</b>	<b>8,230,971.00</b>

519,323.00	527,113.00	535,020.00
1,052,980.00	1,074,040.00	1,095,521.00
<b>1,572,303.00</b>	<b>1,601,153.00</b>	<b>1,630,541.00</b>

<b>9,522,896.00</b>	<b>9,690,600.00</b>	<b>9,861,512.00</b>
<b>260,000.00</b>	<b>260,000.00</b>	<b>260,000.00</b>

<b>9,782,896.00</b>	<b>9,950,600.00</b>	<b>10,121,512.00</b>
500,000.00	500,000.00	500,000.00
<b>10,282,896.00</b>	<b>10,450,600.00</b>	<b>10,621,512.00</b>

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. 200 E. RANDOLPH CHICAGO IL 60457		<b>CONTACT NAME:</b> ACS.CHICAGO@AON.COM <b>PHONE:</b> <b>A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>		<b>FAX A/C, No):</b>
<b>INSURED</b> MB REAL ESTATE SERVICES INC. 181 W. MADISON ST., SUITE 4700 CHICAGO IL 60602		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> LIBERTY MUTUAL FIRE INSURANCE CO.		<b>NAIC #</b> 23035
		<b>INSURER B:</b> LIBERTY INSURANCE CORPORATION		42404
		<b>INSURER C:</b> OHIO CASUALTY INSURANCE CO.		24074
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
		<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input type="checkbox"/> No Deductible / SIR	X	X	TB2-Z91-459436-036	7/1/16	7/1/17	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR						EACH OCCURRENCE	\$ 25,000,000
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE			TH7-Z91-459436-046	7/1/16	7/1/17	AGGREGATE	\$ 25,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C	EXCESS LIABILITY (4M XS 25M)			ECO (17) 55994653	7/1/16	7/1/17	PER OCCURRENCE:	\$4,000,000
							AGGREGATE:	\$4,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

RE: MILLENNIUM PARK (24.5 ACRES) -PER CONTRACT #33323; SPECIFICATION #125729  
THE CITY OF CHICAGO, DEPARTMENT OF PROCUREMENT SERVICES IS INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS. A WAIVER OF SUBROGATION APPLIES WHERE REQUIRED BY WRITTEN CONTRACT. 60 DAYS NOTICE OF CANCELLATION WILL BE MAILED TO THE CERTIFICATE HOLDER.

**CERTIFICATE HOLDER**                      **CANCELLATION**

CITY OF CHICAGO DEPT. OF PROCUREMENT SERVICES CITY HALL, ROOM 806, 121 N. LASALLE ST. CHICAGO IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Aon Risk Services Central, Inc.
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AON RISK SERVICES CENTRAL, INC. 200 E. RANDOLPH CHICAGO IL 60457	<b>CONTACT NAME:</b> ACS.CHICAGO@AON.COM <b>PHONE:</b> <b>A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b>	<b>FAX A/C, No):</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> MB REAL ESTATE SERVICES INC. 181 W. MADISON ST., SUITE 4700 CHICAGO IL 60602	<b>INSURER A:</b>		GEG F
	<b>INSURER B:</b> COMMERCE & INDUSTRY INSURANCE CO.		19410
	<b>INSURER C:</b> EXECUTIVE RISK INDEMNITY		35181
	<b>INSURER D:</b> FEDERAL INSURANCE COMPANY€		20281
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		X	6024119019	3/1/16	3/1/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			602119005	3/1/16	3/1/17	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	
C	<b>PROFESSIONAL LIABILITY</b>			8211-5995	4/4/16	4/4/17	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

A - PROPERTY - VALUABLE PAPERS (ie INFORMATION PROPERTY) \$250,000, INCLUDING PROPERTY OF OTHERS  
 D - CRIME: POLICY #8242-6002:\$2,000,000 LIMIT; 4/4/16-17

RE: MILLENNIUM PARK (24.5 ACRES) -PER CONTRACT #33323; SPECIFICATION #125729  
 AUTO: CITY OF CHICAGO, DEPARTMENT OF PROCUREMENT SERVICES IS INCLUDED AS AN ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS.

**CERTIFICATE HOLDER****CANCELLATION**

CITY OF CHICAGO DEPT. OF PROCUREMENT SERVICES CITY HALL, ROOM 806, 121 N. LASALLE ST. CHICAGO IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b> Aon Risk Services Central, Inc.
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**EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)**



CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

EDS Number: 87111

Date of This Filing:06/14/2016 04:14 PM

Certificate Printed on: 06/28/2016

Original Filing Date:06/14/2016 04:14 PM

Disclosing Party: MB Real Estate Services Inc. Title:EVP/Managing Dir. Asset Mgmt.  
Filed by: Mr. Kevin Purcell

Matter: PROPERTY MANAGEMENT AND  
EVENT SUPPORT FOR MILLENNIUM  
PARK AND VARIOUS DCASE  
PROPERTIES

Applicant: MB Real Estate Services Inc.

Specification #: 125729

Contract #: 33323

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting <https://webapps1.cityofchicago.org/EDSWeb> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

**EXHIBIT 5: MBE / WBE COMPLIANCE PLAN**



**SCHEDULE D-1**  
**Compliance Plan Regarding MBE/WBE Utilization**  
**Affidavit of Prime Contractor**

<b>FOR  NON-CONSTRUCTION  PROJECTS ONLY</b>
---

**MUST BE SUBMITTED WITH THE BID. FAILURE TO SUBMIT THE SCHEDULE D-1 WILL CAUSE THE BID TO BE REJECTED. DUPLICATE AS NEEDED.**

Project Name: Property Management of Millennium Park & Other Various DCASE Properties

Specification No.: 125729

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am a duly authorized representative of MB Real Estate Services Inc. (Name of Prime Consultant/Contractor)

and that I have personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this contract.

All MBE/WBE firms included in this plan have been certified as such by the City of Chicago and/ or Cook County, Illinois (Letters of Certification Attached).

**I. Direct Participation of MBE/WBE Firms:**

**NOTE:** The bidder/proposer shall, in determining the manner of MBE/WBE participation, first consider involvement with MBE/WBE firms as joint venture partners, subcontractors, and suppliers of goods and services directly related to the performance of this contract.

A. If bidder/proposer is a joint venture and one or more joint venture partners are certified MBEs or WBEs, attach copies of Letters of Certification, Schedule B form and a copy of Joint Venture Agreement clearly describing the role of each MBE/WBE firm(s) and its ownership interest in the joint venture.

B. Complete this section for each MBE/WBE Subcontractor/Supplier/Consultant participating on this contract:

1. Name of MBE/WBE: Kobotech Inc.

Address: 8 South Michigan Avenue, Suite 810, Chicago, IL 60603

Contact Person: Dan Kobayashi

Phone Number: (312) 263-0074

Dollar Value of Participation \$ 4,129,014

Percentage of Participation % 8.89

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed:<sup>1</sup>      %

**Total Participation % 8.89**

2. Name of MBE/WBE: Diverse Facility Solutions

Address: 6140 South Central Avenue, Chicago, IL 60638

Contact Person: Mark Wright

Phone Number: (773) 582-1022

Dollar Value of Participation \$ 3,753,803

<sup>1</sup> The Prime Contractor may claim an additional 0.333 percent participation credit (up to a maximum of five (5) percent) for every one (1) percent of the value of the contract performed by the MBE/WBE protégé firm.

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Percentage of Participation % 8.08

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 8.08**

3. Name of MBE/WBE: Fact Finders Group Inc.

Address: 4747 Lincoln Mall Drive, Suite 300, Mattson, IL 60443

Contact Person: Kenneth Webb

Phone Number: (708) 283-4200

Dollar Value of Participation \$ 863,215

Percentage of Participation % 1.86

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 1.86**

4. Name of MBE/WBE: Milhouse Engineering & Construction Inc.

Address: 60 East Van Buren Street, Suite 1501, Chicago, IL 60605

Contact Person: Wilbur C. Milhouse III

Phone Number: (312) 987-0061

Dollar Value of Participation \$ 552,110

Percentage of Participation % 1.19

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( X ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation % 1.19**

5. Attach Additional Sheets as Needed

**II. Indirect Participation of MBE/WBE Firms**

**NOTE:** This section need not be completed if the MBE/WBE goals have been met through the direct participation outlined in Section I. If the MBE/WBE goals have not been met through direct participation, Contractor will be expected to demonstrate that the proposed MBE/WBE direct participation represents the maximum achievable under the circumstances. Only after such a demonstration will indirect participation be considered.

MBE/WBE Subcontractors/Suppliers/Consultants proposed to perform work or supply goods or services where such performance does not directly relate to the performance of this contract:

1. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_



**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

2. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

3. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

4. Name of MBE/WBE: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Dollar Value of Participation \$ \_\_\_\_\_

Percentage of Participation % \_\_\_\_\_

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed: \_\_\_\_%

**Total Participation %** \_\_\_\_\_

5. Attach Additional Sheets as Needed

**Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan**

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
Kobotech Inc.	\$4,129,014	8.89%
Diverse Facility Solutions	\$3,753,803	8.08%
Fact Finders Inc.	\$863,215	1.86%
Milhouse Engineering and Construction Inc.	\$552,110	1.19%
<b>Total Direct MBE Participation</b>	<b>\$9,298,142</b>	<b>20.01%</b>

2. MBE Indirect Participation

<b>MBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
Christy Webber Landscapes	\$3,247,398	6.99%
Evergreen Supply Company	\$96,784	.21%
<b>Total Direct WBE Participation</b>	<b>\$3,344,182</b>	<b>7.2%</b>

2. WBE Indirect Participation

<b>WBE Firm Name</b>	<b>Dollar Amount Participation (\$)</b>	<b>Percent Amount Participation (%)</b>
<b>Total Indirect WBE Participation</b>		

Schedule D-1: Prime Contractor Affidavit-MBE/WBE Compliance Plan

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

Neal Speers (312) 742-2960  
(Name- Please Print or Type) (Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

MB Real Estate Services Inc.  
(Name of Prime Contractor - Print or Type)

State of: Illinois

*K.P.*  
(Signature)

County of: Cook

Kevin Purcell, EVP  
(Name/Title of Affiant - Print or Type)

5/13/14  
(Date)

On this 13 day of 5, 2014, the above signed officer Kevin Purcell  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and seal.

*Vickie L Cyr*  
(Notary Public Signature)

Commission Expires: 1-9-18

SEAL:



**Section I.B.**

5. Name of MBE/WBE: Christy Webber Landscapes

Address: 2900 W. Ferdinand Street Chicago, IL 606012

Contact Person: Christy Webber

Phone Number: (773)533-0477

Dollar Value of Participation \$ \$3,247,398

Percentage of Participation % 6.99 %

Mentor Protégé Agreement (attach executed copy):(  ) Yes (  ) No Add'l Percentage Claimed: %

**Total Participation %** 6.99%

6. Name of MBE/WBE: Evergreen Supply Company

Address: 9901 S. Torrence Avenue Chicago, IL 60617

Contact Person: Colleen Kramer

Phone Number: (773)375-4750

Dollar Value of Participation \$ \$96,784

Percentage of Participation % 0.21 %

Mentor Protégé Agreement (attach executed copy):(  ) Yes (  ) No Add'l Percentage Claimed: %

**Total Participation %** 0.21%



**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

Project Name: Property Management & Repair Support for Millennium Park/CASE Properties Specification No.: 120720

From: Christy Webber Landscapes  
 (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
 (Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Landscaping Maintenance / Snow Removal.

The above described performance is offered for the following price and described terms of payment:  
\$224,288

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (  ) No *aw 6/14/16*

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

*Christy Webber* 12/3/16  
 (Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Christy Webber / President  
 (Name/Title/Phone/Fax)

Christy@christywebber.com / (773) 593-0417  
 (Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Property Management & Event Support for Millennium Park/CDABE Properties Specification No.: 126729

From: Diverse Facility Solutions  
(Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed, Attach additional sheets as necessary:  
Custodial Maintenance

The above described performance is offered for the following price and described terms of payment:  
\$3,753,000

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

- 0 \_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.
- 0 \_\_\_\_\_ % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (  ) No MW 6/9/16

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

[Signature] 4/13/16  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Mark Wright / President  
(Name of MBE/WBE Firm)

M.Wright@dfcscompany.com / (773) 602-1022  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Property Management & Event Support for Millennium Park/DCASB Properties Specification No.: 126728

From: Evergreen Supply Company, Inc.  
(Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:  
Electrical Supplies.

The above described performance is offered for the following price and described terms of payment:  
\$181,307

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE:** If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

OK  
6/9/16

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

Colleen Kramer President 12/3/16  
(Signature of President, Owner, CEO or Authorized Agent of MBE/WBE) (Date)

Colleen Kramer / Proskiant  
(Name of Firm - Please Print)

CKramer@evergreensupply.com / (773) 376-4760  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

**SCHEDULE C-1**  
MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Properly Management & Event Support for Millennium Park/CASE Properties Specification No.: 125729

From: Fact Finders Group  
(Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Security Services

The above described performance is offered for the following price and described terms of payment:  
\$863,216

**SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes (X) No KMW 6/14/2016

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

Kenneth M. Webb SR. 4/13/15  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

Kenneth Webb / President  
(Name/Title-Please Print)

KenWebb@factfindersgroup.com / (708) 283-4200  
(Email & Phone Number)





FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

### SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Property Management of Millennium Park & Various DCASE Specification No.: 125729

From: Kobotech Inc. (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Provide production management and audio-visual / technical expertise for departmental activities.

The above described performance is offered for the following price and described terms of payment:  
\$4,129,014

#### SUB-SUBCONTRACTING LEVELS

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a Prime Contractor/mentor: ( ) Yes  No DK 6/10/16

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

Dan Kobayashi PRESIDENT JUNE 2, 2016  
(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE) (Date)

DAN KOBAYASHI  
Name/Title-Please Print

Dankobo@AOL.com (312)263-0074  
(Email & Phone Number)



FOR  
NON-CONSTRUCTION  
PROJECTS ONLY

# SCHEDULE C-1

MBE/WBE Letter of Intent to Perform as a  
Subcontractor, Supplier, or Consultant

Project Name: Property Management of Millennium Park & Various DCASE Specification No.: 125729

From: Milhouse Engineering and Construction, Inc. (Name of MBE/WBE Firm)

To: MB Real Estate Services Inc. and the City of Chicago.  
(Name of Prime Contractor)

The MBE or WBE status of the undersigned is confirmed by the attached City of Chicago or Cook County, Illinois Certification Letter. 100% MBE or WBE participation is credited for the use of a MBE or WBE "manufacturer." 60% participation is credited for the use of a MBE or WBE "regular dealer."

The undersigned is prepared to perform the following services in connection with the above named project/contract. If more space is required to fully describe the MBE or WBE proposed scope of work and/or payment schedule, including a description of the commercially useful function being performed. Attach additional sheets as necessary:

Labor and engineering for maintenance and repair including mechanical, plumbing, FLS, and key systems. Development and maintenance and record keeping of safety manuals and historic engineering/construction documents. Miscellaneous painting and carpentry.

The above described performance is offered for the following price and described terms of payment:

\$552,110

### **SUB-SUBCONTRACTING LEVELS**

A zero (0) must be shown in each blank if the MBE or WBE will not be subcontracting any of the work listed or attached to this schedule.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to non MBE/WBE contractors.

0 % of the dollar value of the MBE or WBE subcontract that will be subcontracted to MBE or WBE contractors.

**NOTICE: If any of the MBE or WBE scope of work will be subcontracted, list the name of the vendor and attach a brief explanation, description and pay item number of the work that will be subcontracted. MBE/WBE credit will not be given for work subcontracted to Non-MBE/WBE contractors, except for as allowed in the Special Conditions Regarding Minority Business Enterprise Commitment and Women Business Enterprise Commitment.**

The undersigned will enter into a formal written agreement for the above work with you as a Prime Contractor, conditioned upon your execution of a contract with the City of Chicago, within three (3) business days of your receipt of a signed contract from the City of Chicago.

The undersigned has entered into a formal written mentor protégé agreement as a subcontractor/protégé with you as a

Prime Contractor/mentor: ( ) Yes (X) No

**NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.**

(Signature of President/Owner/CEO or Authorized Agent of MBE/WBE)

Dolla Crater

Executive Vice President

(Name/Title-Please Print)

5/13/2016  
(Date)

dcrater@milhouseinc.com  
(Email & Phone Number)

312-987-0461

**Schedule C-1 Descriptions:**

- **Custodial Services: Diverse Facility Solutions**  
6140 South Central Avenue  
Chicago, Illinois 60638  
Contact: Mark Wright; (773)582-1022

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Responsible for the cleanliness and waste removal at all Covered Facilities. Custodial Services must ensure that the Covered Facilities are clean and fully supplied at all times. Also required to provide all supplies, tool, and materials to perform the custodial services.*

- **Security Services: Fact Finders**  
4747 Lincoln Mall Drive, Suite 300  
Matteson, Illinois 60443  
Contact: Kenneth Webb; (708)283-4200

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Must coordinate and perform security services which are reasonably designed to protect Park infrastructure and patrons at all times, including the provision of uniformed security personnel and the operation and maintenance of security equipment.*

- **Landscaping Services: Christy Webber Landscapers**  
2900 West Ferdinand Street  
Chicago, Illinois 60612  
Contact: Christy Webber; (773)533-0477

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Responsible for landscaping and horticulture services. Must perform landscaping and horticulture services to ensure that the grounds are properly maintained.*

- **Event Support Services: Kobotech Inc**  
8 South Michigan Avenue, Suite 810  
Chicago, Illinois 60603  
Contact: Dan Kobayashi; (312)263-0074

The undersigned is prepared to perform the following services in connection with the above named project/contract:

*Provide production management and audio-visual/technical expertise for departmental activities.*



DEPARTMENT OF PROCUREMENT SERVICES  
CITY OF CHICAGO

MAR 10 2014

Ms. Colleen Kramer  
Evergreen Supply Co.  
9901 S. Torrence Ave.  
Chicago, IL 60617

Dear Ms. Kramer:

We are pleased to inform you that **Evergreen Supply Co.**, has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **2/1/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **2/1/2015, 2/1/2016 and 2/1/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **2/1/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/1/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

JP  
DW

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**423610 – Construction Materials, Electrical Merchant Wholesalers**

**423610 – Fixtures, Electric Lighting, Merchant Wholesalers**

**423610 – Insulated Wire or Cable Merchant Wholesalers**

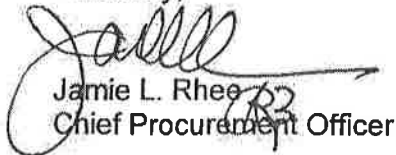
**423690 – Condensers, Electronic, Merchant Wholesalers**

**423690 – Electronic Parts (e.g., condensers, connectors, switches) Merchant Wholesalers**

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Women-Owned Business Enterprise (WBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/cm



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 04 2015

Kenneth Webb  
Fact Finders Group, Inc.  
4747 Lincoln Mall Drive, Suite 300  
Matteson, IL 60443-3814

Dear Kenneth Webb:

We are pleased to inform you that **Fact Finders Group, Inc.** has been certified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **11/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **11/15/2015, 11/15/2016 and 11/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **11/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **9/15/2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and/or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;

- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**561611 – Investigation Services (Except Credit), Private**

**561612 – Body Guard Services**

**561621 – Security System Monitoring Services**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority-Owned Business Enterprise (MBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer  
JLR/do



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

APR 03 2014

Christy Weber  
Christy Webber & Company, DBA Christy Webber Landscapes  
2900 West Ferdinand Street  
Chicago, IL 60612

Dear Ms. Weber:

We are pleased to inform you that **Christy Webber & Company, DBA Christy Webber Landscapes** has been recertified as a **Women Business Enterprise ("WBE")** by the City of Chicago ("City"). This **WBE** certification is valid until **02/15/2018**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **02/15/2015, 02/15/2016, and 02/15/2017**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **02/15/2018**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **12/15/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

*EW*



Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **WBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General** at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or **866-IG-TIPLINE (866-448-4754)**.

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

- 236118 - Addition, Alteration and Renovation (i.e., Construction), Residential Building**
- 236118 - Addition, Alteration and Renovation of Single-Family Dwellings**
- 236118 - Addition, Alteration and Renovation, Residential Building, General Contractors**
- 236118 - Construction Management, Residential Remodeling**
- 236118 - Home Improvement (e.g., Adding On, Remodeling, Renovating), Single-Family Housing, General Contractors**
- 236118 - Remodeling and Renovating General Contractors, Residential**
- 424910 - Mulch Merchant Wholesalers**
- 444220 - Farm Supply Stores**
- 444220 - Feed Stores (Except Pet)**
- 444220 - Garden Centers**
- 444220 - Lawn Supply Stores**
- 444220 - Nursery and Garden Centers Without Tree Production**
- 561730 - Arborist Services**
- 561730 - Cemetery Plot Care Services**
- 561730 - Fertilizing Lawns**
- 561730 - Garden Maintenance Services**
- 561730 - Hydroseeding Services (e.g., Decorative, Erosion Control Purposes)**
- 561730 - Landscape Care and Maintenance Services**
- 561730 - Landscape Contractors (Except Construction)**

- 561730 - Landscape Installation Services
- 561730 - Landscaping Services (Except Planning)
- 561730 - Lawn Care Services (e.g., Fertilizing, Mowing, Seeding, Spraying)
- 561730 - Lawn Fertilizing Services
- 561730 - Lawn Maintenance Services
- 561730 - Lawn Mowing Services
- 561730 - Lawn Seeding Services
- 561730 - Lawn Spraying Services
- 561730 - Line Slash (i.e., Rights of Way) Maintenance Services
- 561730 - Maintenance of Plants and Shrubs In Buildings
- 561730 - Mowing Services (e.g., Highway, Lawn, Road Strip)
- 561730 - Ornamental Tree and Shrub Services
- 561730 - Plant and Shrub Maintenance In Buildings
- 561730 - Plant Maintenance Services
- 561730 - Pruning Services, Ornamental Tree and Shrub
- 561730 - Seasonal Property Maintenance Services (i.e., Snow Plowing In Winter, Landscaping During Other Seasons)
- 561730 - Seeding Lawns
- 561730 - Shrub Services (e.g., Bracing, Planting, Pruning, Removal, Spraying, Surgery, Trimming)
- 561730 - Snow Plowing Services Combined With Landscaping Services (i.e., Seasonal Property Maintenance Services)
- 561730 - Sod Laying Services
- 561730 - Spraying Lawns
- 561730 - Tree Pruning Services
- 561730 - Tree Removal Services
- 561730 - Tree Services (e.g., Bracing, Planting, Pruning, Removal, Spraying, Surgery, Trimming)
- 561730 - Tree Trimming Services
- 561730 - Turf (Except Artificial) Installation Services
- 561730 - Weed Control and Fertilizing Services (Except Crop)

Your firm's participation on City contracts will be credited only toward **Women Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBEWBE) Program.

Sincerely,

  
Jamie L. Rhee  
Chief Procurement Officer

JLR/ha

*H.W.*





DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

JUN 27 2013

Mark S. Wright  
Diverse Facility Solution, Inc.  
6140 South Central Ave  
Chicago, Illinois 60638

Dear Mr. Wright:

We are pleased to inform you that Diverse Facility Solution, Inc., has been recertified as a **Minority Business Enterprise (MBE)** by the City of Chicago ("City"). This **MBE certification is valid until June 15, 2018**; however your firm's certification must be re-validated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit** 60 days before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five-year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit is due by June 15, 2014, June 15, 2015, June 15, 2016, and June 15, 2017**. Please remember, you have an affirmative duty to file your No-Change Affidavit 60 days prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's **five year certification will expire on June 15, 2018**. You have an affirmative duty to file for recertification 60 days prior to the date of the five year anniversary date. Therefore, **you must file for recertification by April 15, 2018**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims," of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification within 10 days of such change; or
- File your recertification within the required time period.

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining, a contract with the City by falsely representing the individual or entity, or the individual or entity assisted, is a minority-owned business or a woman-owned business, is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code – 561720 – Janitorial Services**

**NAICS Code – 561740 – Carpet and Upholstery Cleaning Services (not in C2)**

Your firm's participation on City contracts will be credited only toward Minority Business Enterprise goals in your area(s) of specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/jea



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAY 21 2014

Wilbur C. Milhouse, III.  
Milhouse Engineering and Construction, Inc.  
60 East Van Buren Street, Suite 1501  
Chicago, IL 60605

Dear Mr. Milhouse:

We are pleased to inform you that **Milhouse Engineering and Construction, Inc.** has been recertified as a **Minority Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **05/15/2019**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

It is now your responsibility to check the City's certification directory and verify your certification status. As a condition of continued certification during the five year period stated above, you must file an annual No-Change Affidavit. Your firm's **annual No-Change Affidavit** is due by **05/15/2015, 05/15/2016, 05/15/2017, and 05/15/2018**. Please remember, you have an affirmative duty to file your **No-Change Affidavit 60 days** prior to the date of expiration. Failure to file your annual No-Change Affidavit may result in the suspension or rescission of your certification.

Your firm's five year certification will expire on **05/15/2019**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **03/15/2019**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or

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- File your recertification within the required time period:

Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**236220 - Commercial Building Construction**  
**236220 - Commercial Building Construction General Contractors**  
**236220 - Construction Management, Commercial and Institutional Building**  
**237110 - Sewage Collection and Disposal Line Construction**  
**237110 - Utility Line (i.e., sewer, water), Construction**  
**237310 - Construction Management, Highway, Road, Street and Bridge**  
**238320 - Painting (except roof) Contractors**  
**238350 - Finish Carpentry**  
**541310 - Architectural (except landscape) Services**  
**541310 - Building Architectural Design Services**  
**541330 - Civil Engineering Services** —  
**541330 - Electrical Engineering Services** —  
**541330 - Engineering Consulting Services** —  
**541330 - Mechanical Engineering Services** —  
**541330 - Traffic Engineering Consulting Services**  
**541350 - Building Inspection Services**  
**541512 - Computer-aided Design (CAD) Systems Integration Design Services**  
**541620 - Environmental Consulting Services**

Your firm's participation on City contracts will be credited only toward **Minority Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority and Women-Owned Business Enterprise (MBE/WBE) Program.

Sincerely,



Jamie L. Rhee  
Chief Procurement Officer

JLR/si



DEPARTMENT OF PROCUREMENT SERVICES

CITY OF CHICAGO

MAR 28 2016

Mr. Daniel Kobayashi  
Kobotech, Inc.  
8 South Michigan Avenue, Suite 810  
Chicago, IL 60603

REVISED

Dear Daniel Kobayashi:

We are pleased to inform you that **Kobotech, Inc.** has been recertified as a **Minority-Owned Business Enterprise ("MBE")** by the City of Chicago ("City"). This **MBE** certification is valid until **06/01/2017**; however your firm's certification must be revalidated annually. In the past the City has provided you with an annual letter confirming your certification; such letters will no longer be issued. As a consequence, we require you to be even more diligent in filing your **annual No-Change Affidavit 60 days** before your annual anniversary date.

Your firm's five year certification will expire on **06/01/2017**. You have an affirmative duty to file for recertification **60 days** prior to the date of the five year anniversary date. Therefore, you must file for recertification by **04/01/2017**.

It is important to note that you also have an ongoing affirmative duty to notify the City of any changes in ownership or control of your firm, or any other fact affecting your firm's eligibility for certification **within 10 days** of such change. These changes may include but are not limited to a change of address, change of business structure, change in ownership or ownership structure, change of business operations, gross receipts and or personal net worth that exceed the program threshold. Failure to provide the City with timely notice of such changes may result in the suspension or rescission of your certification. In addition, you may be liable for civil penalties under Chapter 1-22, "False Claims", of the Municipal Code of Chicago.

Please note – you shall be deemed to have had your certification lapse and will be ineligible to participate as a **MBE** if you fail to:

- File your annual No-Change Affidavit within the required time period;
- Provide financial or other records requested pursuant to an audit within the required time period;
- Notify the City of any changes affecting your firm's certification **within 10 days** of such change; or
- File your recertification within the required time period.



Please be reminded of your contractual obligation to cooperate with the City with respect to any reviews, audits or investigation of its contracts and affirmative action programs. We strongly encourage you to assist us in maintaining the integrity of our programs by reporting instances or suspicions of fraud or abuse to the **City's Inspector General at [chicagoinspectorgeneral.org](http://chicagoinspectorgeneral.org), or 866-IG-TIPLINE (866-448-4754).**

Be advised that if you or your firm is found to be involved in certification, bidding and/or contractual fraud or abuse, the City will pursue decertification and debarment. In addition to any other penalty imposed by law, any person who knowingly obtains, or knowingly assists another in obtaining a contract with the City by falsely representing the individual or entity, or the individual or entity assisted is guilty of a misdemeanor, punishable by incarceration in the county jail for a period not to exceed six months, or a fine of not less than \$5,000 and not more than \$10,000 or both.

Your firm's name will be listed in the City's Directory of Minority and Women-Owned Business Enterprises in the specialty area(s) of:

**NAICS Code(s):**

**711320 – Promoters of Arts and Sports Events Without Facilities**

**711510 – Scenery Designers, Independent Theatrical**

Your firm's participation on City contracts will be credited only toward **Minority-Owned Business Enterprise** goals in your area(s) specialty. While your participation on City contracts is not limited to your area of specialty, credit toward goals will be given only for work that is self-performed and providing a commercially useful function that is done in the approved specialty category.

Thank you for your interest in the City's Minority Business Enterprise (MBE) Program.

Sincerely,



Rich Butler  
First Deputy Procurement Officer

RB/cm



## EXHIBIT 6: ANNUAL BUDGET CATEGORIES

### **Cleaning/Custodial – Park Wide, including buildings and grounds**

- Cleaning Equipment
- Contract Services – Cleaning
- Supplies – Cleaning
- Trash Removal
- Waste Removal

### **Repairs and Maintenance – Park Wide, including buildings and grounds**

- Electrical Contractor
- Elevator Contract (4 Exelon Pavilion(s), Pritzker Pavilion, McCormick/Tribune Plaza, McDonald’s Cycle Center)
- Elevator Repair & Maintenance
- Jay Pritzker Pavilion Sound System Maintenance, Replacement and Support

### **Electrical Repair & Maintenance**

- Electrical Supplies
- Engineering Contract
- Engineering Supplies
- Hand Dryer Repair & Maintenance
- HVAC Contract
- HVAC Repair & Maintenance
- HVAC Supplies
- Mechanical Maintenance
- Plumbing Repair & Maintenance
- Plumbing Supplies
- Site Lighting
- Water Features Repair & Maintenance (Crown Fountain, Wrigley Square, Lurie Seam)

### **General Property**

- Carpentry
- Chilled Water
- Gate and Door Maintenance
- General Repairs and Maintenance
- Glass Replacement
- Interior Sign Maintenance
- License, Fees, and Permits
- Masonry Repair & Maintenance
- Metal Maintenance
- Painting
- Pest Control/Exterminator
- Public Plumbing at Millennium Park
- Roof Maintenance
- Seasonal Decorations
- Signage Repair & Maintenance
- Signage/Directory
- Supplies/Materials
- Tent Rental and Storage (Harris Terrace, Promenades, Concessions)    Uniforms
- Window Washing – internal and external
- Wood Maintenance

### **Roads and Grounds**

- Aggregate Maintenance
- Concrete Paver Maintenance
- Granite Maintenance
- Irrigation System Repair & Maintenance
- Landscaping/Maintenance
- Snow Removal and Supplies

Temporary Fencing (Concession Perimeter, Crowd Control, Maintenance Needs)

**Security**

Contract Security Services  
Fire Safety Contract  
Fire Safety Repair & Maintenance  
Security Alarm Expense  
Security Supplies and Equipment  
Segway, Purchase, Maintenance and Supplies  
Wand Tour System Maintenance  
Welcome Center Staffing  
Key Card Access Systems

**Administrative**

Concession Property Management (Food/Beverage/Merchandising, Cycle Center, Ice Skating...see below)  
Management Fees  
Office Costs, including data, telecom, computers, copiers, fax machines, facility management software:

- Insurance
- Marketing for Private Events, including sales kits, industry ads, etc.
- Telecommunications, including on-site communications

Payroll  
Payroll – Benefits  
Payroll – Office  
Payroll – Taxes  
Private Event Production/Support (see also Public Event Production/Support)

**Private Event Production/Support**

The Contractor shall provide services in support of private events, including but not limited to security, mechanical, and custodial services (electricians at Millennium Park). Invoicing for private events shall be billed separately and are not included in the operating budget.

**Public Event Expense/Support**

Custodial  
Concession Security  
Security  
Labor  
Front of House Services  
Audio/Visual Technical Services  
Stage Management and Advance Services  
Hospitality Services  
Purchase of Supplies/Equipment

**McDonald's Cycle Center Concession Management**

Bicycle and Segway Sharing/Rental Costs  
Chilled Water  
General Repair & Maintenance  
HVAC Contract  
HVAC Supplies  
Management Fee  
Office Costs  
Payroll Benefits  
Payroll Taxes  
Payroll  
Telecommunications

**Food, Beverage, Merchandising Concessions Management**

**(All DCASE Properties: CCC, MP, WW/WT, 72E, G37/66, CHM, SummerDance)**

- General Repair & Maintenance
- Management Fee
- Office Costs
- Payroll Benefits
- Payroll Taxes
- Payroll
- Telecommunications
- Security/Support for compliance around beer/wine sales
- Uniforms/Equipment

**McCormick/Tribune Plaza Ice Rink Concession Management**

- Chilled Water
- General Repair & Maintenance
- HVAC Contract
- HVAC Supplies
- Management Fee
- Office Costs
- Payroll Benefits
- Payroll Taxes
- Payroll
- Telecommunications
- Uniforms/Skates/Equipment

**EXHIBIT 7: MILLENNIUM PARK POLICIES AND RULES**



## **MILLENNIUM PARK RULES – 2016 UPDATE**

Welcome to Millennium Park! The “Park” was created for the enjoyment of Chicago residents and visitors. While in the Park, please respect the rights of others by allowing open access to all areas of the park at all times.

These rules have been promulgated by the Commissioner of the City of Chicago’s Department of Cultural Affairs and Special Events (DCASE) pursuant to the Municipal Code of Chicago Chapter 10-36-140 (b), and may be enforced pursuant to Municipal Code of Chicago Chapter 10-36-140 (g). The Rules apply to activity within Millennium Park (Park), which is the 24.5-acre park bounded by Michigan Avenue, Randolph Street, Columbus Drive, and Monroe Street, as well as the BP Bridge that spans Columbus Drive and extending into Grant Park. (**NOTE:** The Nichols Bridgeway is owned and operated by the Art Institute of Chicago, any use of the Bridgeway is subject to the review and approval of the Art Institute of Chicago notwithstanding). Unless otherwise indicated, these Rules shall not apply to the streets that bound the Park, or the parking facilities located below the Park.

In addition to these Rules, all visitors of the Park are subject to all applicable federal, state, and local laws. The Rules of the Chicago Park District do not apply to the Park.

### **A. Park Hours**

The Park is open daily from 6 a.m. – 11 p.m. No person is permitted to be in the Park outside of these hours. The Great Lawn and Jay Pritzker Pavilion may be closed during hours when the Park is otherwise open.

### **B. Bicycles, Skateboards, Roller Skates and Rollerblades**

1. Riding bicycles, skateboards, roller skates, or rollerblades in the Park is prohibited.
2. Bicycle parking is only permitted in the McDonald’s Cycle Center and at bike racks located on the concrete pad on the east side of the Jay Pritzker Pavilion, along Michigan Avenue and along Upper Randolph Street.

### **C. Motorized Vehicles/Deliveries/Street Closure/Traffic**

1. The use of motorized vehicles by Park visitors, including *but not limited to*: cars, scooters, carts, Segways, drones, hover craft and mopeds (exception: ADA recognized mobility devices which do not pose a substantial risk of harm to Park exhibits, other guests and the user) is prohibited unless authorized by prior approval from management. If parking in the Park is approved by management, the individual making the request must obtain a parking permit from the Park Management Office at 201 E. Randolph Street. The parking permit must be displayed in the vehicle at all times while the vehicle is on Park property.
2. No deliveries are allowed on Michigan Avenue or Columbus Drive, and are restricted on Randolph Street and Monroe Street subject to #3 below.
3. Deliveries may be allowed on Randolph Street and Monroe Street, pursuant to Park hours. Deliveries must be coordinated through the Park management office, and may also be subject to DCASE review and approval. Please note that there is a designated bike lane along Upper East Randolph that limits loading, parking and waiting. The Chicago Police Department will ticket and tow accordingly.
4. Delivery recipient is responsible for providing traffic control for pedestrians during deliveries.
5. Drivers are responsible for any damage they cause to Park property.
6. Street closure permits must be obtained through the Chicago Department of Transportation (CDOT).

### **D. Using Fire and Barbecue Grills**

1. Lighting or using fires in the Park is prohibited unless otherwise permitted by prior approval of Park management.
2. Using barbecue grills in the Park is prohibited unless otherwise permitted by prior approval of Park management.

### **E. Animals**

Visitors are prohibited from bringing any animals into the Park other than service animals, as defined by Federal and State law.

### **F. Smoking**

Smoking is prohibited in the following locations in the Park:

1. The Jay Pritzker Pavilion seating area or on the Great Lawn;

2. Lurie Garden;
3. East and West Arcades at the Jay Pritzker Pavilion;
4. East and West Exelon Buildings;
5. McDonald's Cycle Center; and
6. Any tented areas in the Park.

#### **G. Alcoholic Beverages**

No alcoholic beverages shall be sold, brought within, given away, delivered, or consumed within the Park, except in the following circumstances:

1. Alcoholic beverages may be purchased and consumed in designated areas at restaurants or concession stands within the Park, which are licensed pursuant to all applicable City ordinances.
2. Alcoholic beverages may be consumed in the seating area and on the Great Lawn only during the performance of free public concerts in the Jay Pritzker Pavilion, as permitted by Park management.
3. Alcoholic beverages may be consumed or sold in designated areas during privately catered and City-sponsored events, as permitted by Park management and DCASE, pursuant to all applicable ordinances and regulations required for the consumption and sale of alcohol at these events.

#### **H. Landscaping/Park Property**

1. Park visitors may not in any way disturb or destroy the landscape, including plants, flowers, shrubs, or leaves. No person is allowed to place anything in the plant beds.
2. Visitors to the Lurie Garden must stay on the designated pathways that surround the flower beds. Visitors may not walk on the walls around the Garden or in the mulch pathways within the beds.
3. Affixing rope, signs, handbills or other materials to any trees, shrubs, other landscaping or Park property within the Park is prohibited.
4. Park patrons cannot cut, break or in any way injure, deface, destroy or alter any building, fence, monument, sculpture, bridge, sign, or other structure or property in Millennium Park.

#### **I. Littering and Recycling**

1. All trash must be deposited into the provided receptacles.



2. Recycling bins are located throughout the Park. Guests are encouraged to utilize them when disposing of trash.

**J. Glass at the Crown Fountain, Wrigley Square or Lurie Garden Seam**

Due to the unique nature of these water features, guests are not allowed to bring glass into the areas.

**K. Water Features**

1. Guests may enter the Crown Fountain and put their feet in the Lurie Garden Seam and Wrigley Square Fountain. No other water feature in the Park may be entered.
2. Visitors may not stand, walk or wade in the Lurie Garden Seam. Visitors are prohibited from floating items in the Lurie Garden Seam, and attempting to remove coins or other material from the water.
3. Irrigation pipes run throughout the Lurie Garden. Guests are prohibited from touching, moving or picking them up. Additionally, guests are prohibited from touching the green circular irrigation covers.

**L. Closed or Prohibited Areas**

Park visitors may not enter areas of the Park that are temporarily closed for safety reasons, construction, landscape and/or Great Lawn maintenance, or closed to the public for private events or otherwise.

**O. Rules for the Jay Pritzker Pavilion and Great Lawn**

Each year, the Jay Pritzker Pavilion is home to hundreds of free concerts, films, performances and open rehearsals. In order to ensure that these events are enjoyable for all attendees, please respect the following rules in the Pavilion and on the Great Lawn.

1. Smoking in the Jay Pritzker Pavilion seating area or on the Great Lawn is prohibited, per Section F above;
2. Guests may not engage in conduct that disrupts a performance or event. Disruptive guests will be asked to leave and will be escorted off the property;
3. Because of the special turf and irrigation system on the Great Lawn, the following activities are prohibited:
  - No tents, umbrellas, oversized blankets, helium balloons or staking of any kind are allowed on the Great Lawn; and
  - Oversized flags, signs or banners are not allowed during performances so as to allow for crowd flow and emergency access, if necessary.

4. Due to public safety concerns, concert attendees may not stand or dance in the aisles, unless permitted at the discretion of Park management. The concrete pad in the rear of the seating area is available for those who wish to dance;
5. Patrons may save no more than one (1) seat in the Pavilion, and are subject to release policies for open seating per program;
6. Video/audio taping of performances in the Park without prior, written permission of the performers is not allowed.

**P. Restricted Behavior**

1. Park visitors are prohibited from using obscene or abusive language against other Park visitors and Park management or City personnel.
2. Park visitors are prohibited from engaging in any obscene or indecent acts, including, but not limited to, disrobing in public and engaging in sexual acts.
3. Park visitors are prohibited from using the restroom facilities and water features for bathing or personal grooming.
4. Park visitors are prohibited from sleeping or napping in the Park.

**Q. Disruptive Conduct**

Any conduct that is not specifically noted by these Rules is prohibited in the Park if it interferes with, or disrupts another visitor's peaceful enjoyment of a performance or amenity in the Park, endangers public health or safety, may damage Park property, or is prohibited by applicable federal, state and local laws.

## EXHIBIT 8: CITY, DCASE AND VENUE RULES AND POLICIES

### I. SALES TAX EXEMPTION

The Sales Tax Exemption Form is used for all purchases made on behalf of the City of Chicago for Millennium Park. The exemption allows Contractor to purchase items for use at the Park void of sales tax.

When purchasing items such as tools and software, a copy of the letter referencing the City of Chicago's tax exemption status is forwarded to vendors. The letter includes the City's tax exemption identification number as well as a certificate from the Illinois Department of Revenue that vendors can use to claim the state exemption.

### II. MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data Sheets (MSDS) are used to comply with the Occupational Safety and Health Administration's (OSHA) Hazard Communication Standard (HCS), 29 CFR 1910.1200.

MSDS sheets are maintained by Millennium Park's janitorial contractor, by the on-site operating engineering staff, and by the management staff. MSDS sheets are available for review by all employees at three (3) locations within the facility. A copy of MSDS sheets pertinent to the operating engineering staff is maintained in the engineer's office. Another set of MSDS sheets pertinent to the janitorial staff is maintained in the janitorial office. A complete set is maintained in the management office.

MSDS sheets are available for review by employees during all shifts.

MSDS sheets are obtained each time a new product is delivered to the site and placed in the corresponding location.

For more information on MSDS or the OSHA Hazard Communication Standard, visit [www.osha.org](http://www.osha.org).

### III. RECYCLING PROGRAM

#### A. Program Goals

Cleaning and waste removal contractors, at a minimum, must follow Chicago's recycling program.

#### B. What to Recycle

Used glass, metal, plastic containers and paper/cardboard materials that have not been spoiled by food or liquids.

Clean Paper: newspaper; magazines; junk mail; cardboard; clean food boxes; gift boxes; phone books; catalogs; brown paper bags; and gift wrap.

#### C. Reporting and Tracking of Collections

Reports of recycling activity are to be provided monthly to the DFFM and DCASE.

#### D. Recycling Receptacles

City-provided containers are currently on-site in the Park. Service providers are encouraged to be more creative regarding suggested upgrades or alternative recycling containers.

**EXHIBIT 9: ENGINEERING SYSTEMS AND SERVICES**

**A. General Engineering Responsibilities**

- Carpentry
- Critical systems
- Develop and maintain Safety Manual
- Elevator maintenance
- Fire, life, safety system
- HVAC
- Key retention policy
- Plumbing
- Public Plumbing

**B. Facility Systems Requiring Repairs and Preventive Maintenance**

Air compressors	Plumbing
• Air handling units	• Pressure washer (1)
• Automatic transfer switches	• Reduced pressure zone
• Backflow assembly	• Roll up doors
• Cabinet unit heaters	• Roofs
• Diffusers	• Sprinkler system
• Drip drums in dry sprinkler	• Stage glass doors
• Exhaust fans	• UPS and power conditioner
• Eye wash stations	• Variable air volume controls (VAVs)
• Fire doors and dampers	• Water features (Crown Fountain, Wrigley Square, Lurie River)
• Fire extinguishers	• Water fountains
• Fire/life safety systems	• Water heaters
• Golf carts	• Water pumps
• Heat trace for plumbing	• Wheel chair/personal/piano lifts
• Lawn vacuums (“billygoats”)	
• Lifts (1 high lift, 2 man lifts)	
• Pedestrian doors	

**C. Emergency Generator and Critical Systems**

The Millennium Park emergency generator, located in the Millennium Park parking garage below the Park, is maintained and tested by LAZ Parking (as Independent Contractor for the City of Chicago). Millennium Park engineering staff must be present during the annual testing of the emergency generator, to include load test of critical systems and verification of the connection of critical systems to the generator or UPS.

The generator is a 480V/100A/3 phase to a 208v/120v transformers, which feeds Automatic Transfer Switch #1 and Automatic Switch #2.

Power is distributed from the generator to the following systems:

- Sprinkler monitoring panel
- Fire alarm monitoring panel (panel location F131)
- Emergency lighting dimmer rack (panel location F114)
- Emergency lighting panel aisle lighting (panel location F109)
- Emergency lighting panel (panel location F122)
- Emergency service panel (panel location F122)
- Air compressors
- Security system
- Heat Trace

The critical operations systems at Millennium Park include:

- Emergency generator (maintained by LAZ Parking)
- Emergency exit lighting
- Emergency lighting along seating in the Jay Pritzker Pavilion
- Fire alarm panel
- UPS systems for radios and amplifiers
- Power conditioners
- Cooling systems for rooms with critical equipment
- Heat trace systems
- Chilled water system (provided by Chicago Thermal)

#### **D. Additional Engineering Notes**

## EXHIBIT 10: DATA PROTECTION REQUIREMENTS FOR CONTRACTORS, VENDORS AND THIRD PARTIES

### Data Protection Requirements for Contractors, Vendors and Third-Parties

"Breach" means the acquisition, access, use, or disclosure of Protected Information that compromises the security or privacy of the Protected Information.

"Contractor" means an entity that receives or encounters Protected Information. Contractor includes, without limitation, entities that store Protected Information, or host applications that process Protected Information. The provisions of this Data Policy includes not only the entity that is a signatory to this Policy but all subcontractors, of whatever tier, of that entity; the signatory must inform and obtain the agreement of such subcontractors to the terms of this Data Policy.

"Protected Information" means all data provided by City to Contractor or encountered by Contractor in the performance of the services to the City, including, without limitation, all data sent to Contractor by City and/or stored by Contractor on its servers. Protected Information includes, but is not limited to, employment records, medical and health records, personal financial records (or other personally identifiable information), research data, and classified government information. To the extent there is any uncertainty as to whether any data constitutes Protected Information, the data in question shall be treated as Protected Information.

1. Information Security. Contractor agrees to the following:

- 1.1. General. Notwithstanding any other obligation of Contractor under this policy, Contractor agrees that it will not lose, alter, or delete, either intentionally or unintentionally, any Protected Information, and that it is responsible for the safe-keeping of all such information, except to the extent that the City directs the Contractor in writing to do so.
- 1.2. Access to Data. In addition to the records to be stored / maintained by Contractor, all records that are possessed by Contractor in its service to the City of Chicago to perform a governmental function are public records of the City of Chicago pursuant to the Illinois Freedom of Information Act (FOIA), unless the records are exempt under the Act. FOIA requires that the City produce records in a very short period of time. If the Contractor receives a request from the City to produce records, the Contractor shall do so within 72 hours of the notice.
- 1.3. Minimum Standard for Data at Rest and Data in Motion. Contractor must, at a minimum, comply, in its treatment of Protected Information, with National Institute of Standards and Technology (NIST) Special Publication 800-53 Moderate Level Control. Notwithstanding this requirement, Contractor acknowledges that it must fully comply with each additional obligation contained in this policy. If data is protected health information or electronic protected health information, as defined in the Health Insurance Portability and Accountability Act and Health Information Technology for Economic and Clinical Health Act (HIPAA/HITECH) and regulations implementing these Acts (see 45 CFR Parts 160 and 164), it must be secured in accordance with "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," available on the United States Department of Health and Human Services (HHS) website <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/index.html>, or at Volume 74 of the Federal Register, beginning at page 42742. That guidance from the HHS states that valid encryption processes for protected health information data at rest (e.g., protected health information resting on a server), must be consistent with the NIST Special Publication 800-111, Guide for Storage Encryption Technologies for End User Devices. Valid encryption processes for protected health information data in motion (e.g., transmitted through a network) are those which comply with NIST Special Publications 800-52, Guidelines for the Selection and Use of Transport Layer Security Implementation; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, or others which are Federal Information Processing Standards (FIPS) 140-2 validated.

- 1.4. Where Data is to be Stored. All data must be stored only on computer systems located in the continental United States.
- 1.5. Requirement to Maintain Security Program. Contractor acknowledges that the City has implemented an information security program to protect the City's information assets, which Program is available on the City website at [http://www.cityofchicago.org/city/en/depts/doi/supp\\_info/is-and-it-policies.html](http://www.cityofchicago.org/city/en/depts/doi/supp_info/is-and-it-policies.html) ("City Program"). Contractor shall be responsible for establishing and maintaining an information security program that is designed to: (i) ensure the security and confidentiality of Protected Information; (ii) protect against any anticipated threats or hazards to the security or integrity of Protected Information; (iii) protect against unauthorized access to or use of Protected Information; (iv) ensure the proper disposal of Protected Information; and, (v) ensure that all subcontractors of Contractor, if any, comply with all of the foregoing.
- 1.6. Undertaking by Contractor. Without limiting Contractor's obligation of confidentiality as further described herein, in no case shall the safeguards of Contractor's information security program be less stringent than the information security safeguards used by the City Program.
- 1.7. Right of Audit by the City of Chicago. The City of Chicago shall have the right to review Contractor's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, from time to time and without notice, the City of Chicago, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Contractor's information security program. In lieu of an on-site audit, upon request by the City of Chicago, Contractor agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by the City of Chicago or the City of Chicago's designee regarding Contractor's information security program.
- 1.8. Audit by Contractor. No less than annually, Contractor shall conduct an independent third-party audit of its information security program and provide such audit findings to the City of Chicago, all at the Contractor's sole expense.
- 1.9. Audit Findings. Contractor shall implement at its sole expense any remedial actions as identified by the City as a result of the audit.
- 1.10. Demonstrate Compliance - PCI. No less than annually, as defined by the City of Chicago and where applicable, the Contractor agrees to demonstrate compliance with PCI DSS (Payment Card Industry Data Security Standard). Upon City's request, Contractor must be prepared to demonstrate compliance of any system or component used to process, store, or transmit cardholder data that is operated by the Contractor as part of its service. Similarly, upon City's request, Contractor must demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, the Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor).
- 1.11. Demonstrate Compliance – HIPAA / HITECH. If the Protected Information includes protected health information or electronic protected health information covered under HIPAA/HITECH, Contractor must execute, and be governed by, the provisions in its contract with the City regarding HIPAA/HITECH, the regulations implementing those Acts, and the Business Associate Agreement in its contract with the City. As specified in 1.3, protected health information must be secured in accordance with the "Guidance Specifying the Technologies and Methodologies that Render Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals."
- 1.12. Data Confidentiality. Contractor shall implement appropriate measures designed to ensure the confidentiality and security of Protected Information, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the City of Chicago or an individual identified with the data or information in Contractor's custody.
- 1.13. Compliance with All Laws and Regulations. Contractor agrees that it will comply with all laws and regulations.

- 1.14. Limitation of Access. Contractor will not knowingly permit any Contractor personnel to have access to any City of Chicago facility or any records or data of the City of Chicago if the person has been convicted of a crime in connection with (i) a dishonest act, breach of trust, or money laundering, or (ii) a felony. Contractor must, to the extent permitted by law, conduct a check of public records in all of the employee's states of residence and employment for at least the last five years in order to verify the above. Contractor shall assure that all contracts with subcontractors impose these obligations on the subcontractors and shall monitor the subcontractors' compliance with such obligations.
- 1.15. Data Re-Use. Contractor agrees that any and all data exchanged shall be used expressly and solely for the purposes enumerated in the Agreement. Data shall not be distributed, repurposed or shared across other applications, environments, or business units of Contractor. As required by Federal law, Contractor further agrees that no City of Chicago data of any kind shall be revealed, transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by an officer of the City of Chicago with designated data, security, or signature authority.
- 1.16. Safekeeping and Security. Contractor will be responsible for safekeeping all keys, access codes, passwords, combinations, access cards, personal identification numbers and similar security codes and identifiers issued to Contractor's employees, agents or subcontractors. Contractor agrees to require its employees to promptly report a lost or stolen access device or information to their primary business contact and to the City of Chicago Information Security Office.
- 1.17. Mandatory Disclosure of Protected Information. If Contractor is compelled by law or regulation to disclose any Protected Information, the Contractor will provide to the City of Chicago with prompt written notice so that the City of Chicago may seek an appropriate protective order or other remedy. If a remedy acceptable to the City of Chicago is not obtained by the date that the Contractor must comply with the request, the Contractor will furnish only that portion of the Protected Information that it is legally required to furnish, and the Contractor shall require any recipient of the Protected Information to exercise commercially reasonable efforts to keep the Protected Information confidential.
- 1.18. Data Breach. Contractor agrees to comply with all laws and regulations relating to data breach, including without limitation, the Illinois Personal Information Protection Act and other applicable Illinois breach disclosure laws and regulations. Data breaches of protected health information and electronic protected health information shall be governed by the provisions regarding HIPAA/HITECH, and the regulations implementing those Acts, in the Contractor's contract with the City, specifically the Business Associate Agreement in such contract. Contractor will immediately notify the City if security of any Protected Information has been breached, and will provide information as to that breach in such detail as requested by the City. Contractor will, if requested by the City, notify any affected individuals of such breach at the sole cost of the Contractor.
- 1.19. Data Sanitization and Safe Disposal. All physical and electronic records must be retained per federal, state and local laws and regulations, including the Local Records Act. Where disposal is approved, the Contractor agrees that prior to disposal or reuse of all magnetic media (e.g. hard disk, floppy disk, removable media, etc.) which may have contained City of Chicago data shall be submitted to a data sanitization process which meets or exceeds DoD 5220.28-M 3-pass specifications. Certification of the completion of data sanitization shall be provided to the City of Chicago within 10 days of completion. Acceptance of Certification of Data Sanitization by the Information Security Office of the City of Chicago is required prior to media reuse or disposal. All other materials which contain City of Chicago data shall be physically destroyed and shredded in accordance to NIST Special Publication 800-88, Guidelines for Media Sanitization, specifications.
- 1.20. End of Agreement Data Handling. The Contractor agrees that upon termination of this Agreement it shall return all data to the City of Chicago in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in accordance to the prior stated Data Sanitization and Safe Disposal provisions. Data must be rendered in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities. Certification in writing that these actions have been completed must be provided within 30 days of the termination of this Agreement or within 7 days of a request of an agent of the City of Chicago, whichever shall come first.