



Request for Qualification Solicitation #7686 (RFQ)

**PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES RIVERWALK  
- SOUTH BRANCH OF THE CHICAGO RIVERWALK - SOUTH BRANCH OF  
THE CHICAGO RIVER (LAKE ST. TO PING TOM PARK)**

**Specification Number:962186**

**Required for use by:** CHICAGO DEPARTMENT OF TRANSPORTATION

**Bid/Proposal Submittal Date and Time:** 04:00 PM Central Time, 23-NOV-2020

**Deadline for Questions:** 04:00 PM Central Time, 30-OCT-2020

**Buyer:** ANDERSON, EDWARD

**Email Address:** Edward.Anderson@cityofchicago.org

**Phone Number:** 3127446118

**Pre-Solicitation Conference Date and Time:** N/A

**Pre-Solicitation Conference Location:** N/A

**Site Visit Date & Time:** N/A

**Site Visit Location:** N/A

***Please submit your response to:***

<http://www.cityofchicago.org/eProcurement>  
iSupplier vendor portal registration is required.  
Allow 3 business days to complete registration.

**LORI E. LIGHTFOOT  
MAYOR**

**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

Specification Number: 962186

Type of Funding: CITY

Title: 962186: RFQ PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES

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**1 Header Information**

**1.1 General Information**

Title	<b>962186: RFQ PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES</b>		
Description	<b>PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES RIVERWALK - SOUTH BRANCH OF THE CHICAGO RIVERWALK - SOUTH BRANCH OF THE CHICAGO RIVER (LAKE ST. TO PING TOM PARK)</b>		
Preview Date	<b>16-OCT-2020 09:00:00</b>	Open Date	<b>16-OCT-2020 09:00:00</b>
Close Date	<b>04:00 PM Central Time, 23-NOV-2020</b>	Award Date	<b>Not Specified</b>
Time Zone	<b>Central Time</b>	Buyer	<b>ANDERSON, EDWARD</b>
Quote Style	<b>Sealed</b>	Email	<b>Edward.Anderson@cityofchicago.org</b>
Event	<b>Request for Qualification</b>	Outcome	<b>Blanket Purchase Agreement</b>

**1.2 Terms**

Effective Start Date	<b>Not Specified</b>	Effective End Date	<b>Not Specified</b>
Ship-To Address	<b>084- CDOT RM600 30 N. LA SALLE ST. ROOM 600 Chicago, IL 60602 United States</b>	Bill-To Address	<b>084- CDOT RM600 30 N. LA SALLE ST. ROOM 600 Chicago, IL 60602 United States</b>
Payment Terms	<b>IMMEDIATE</b>	Carrier	
FOB		Freight Terms	<b>Paid</b>
Total Agreement Amount (USD)	<b>Not Specified</b>	Minimum Release Amount (USD)	<b>Not Specified</b>

**1.3 Requirements**

<b>&lt;B&gt;KEY RFP/RFQ PARAMETERS&lt;/B&gt;</b>
FUNDING SOURCE: CITY .....
Type <b>No Response Required</b>
DPS UNIT: ARCHITECTURE & ENGINEERING .....
Type <b>No Response Required</b>
CONTRACT TERM: NUMBER MONTHS - 60 .....
Type <b>No Response Required</b>
Enter the EDS number from your EDS Certificate and attach the certificate. (Go to online EDS website: <a href="https://webapps.cityofchicago.org/EDSWeb">https://webapps.cityofchicago.org/EDSWeb</a> ) .....
Circle one from the response values below: YES NO
<b>&lt;B&gt;PRICE SCHEDULE (RFP/RFQ)&lt;/B&gt;</b>
<b>“Price Schedule” has been revised. This is a “System Required Line”. In order to be able to submit your qualifications in the e-procurement system, you must enter .01 in the “Quote Price/ Unit Price” field. This is an e- procurement system requirement. Do not enter your proposed pricing. Price will not be considered for evaluation purposes.</b> .....
Circle one from the response values below:

<p><b>&lt;B&gt;PRICE SCHEDULE (RFP/RFQ)&lt;/B&gt;</b></p> <p>YES NO</p>
<p><b>&lt;B&gt;REQUIRED CONTENT OF SUBMITTAL /PROPOSAL (Please attach documents)&lt;/B&gt;</b></p> <p>PROVIDE IDOT PREQUALIFICATION LETTER(S)</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>COVER LETTER</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>EXECUTIVE SUMMARY</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>KEY PERSONAL/ORGANIZATIONAL CHART</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>COMMITMENT TO MBE/WBE GOALS</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT ("EDS") AND ATTACHMENT A: ONLINE EDS ACKNOWLEDGEMENT</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>LEGAL ACTIONS (Material legal actions, if any, for the past 5 years)</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>INSURANCE: RESPONDENT SHOULD INCLUDE A STATEMENT THAT THEY CAN COMPLY WITH THE CITY'S INSURANCE REQUIREMENTS</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>FINANCIAL STATEMENTS</p> <p>.....</p> <p>Circle one from the response values below: YES NO</p>
<p>REDACTED COPY OF THE ENTIRE PROPOSAL AS ONE .PDF FORMAT FILE FOR POSTING TO</p>

<b>&lt;B&gt;REQUIRED CONTENT OF SUBMITTAL /PROPOSAL (Please attach documents)&lt;/B&gt;</b>
THE CITY'S WEBSITE  ..... Circle one from the response values below: YES NO
<b>&lt;B&gt;OPTIONAL LGBT-OWNED BUSINESS ENTERPRISE SURVEY&lt;/B&gt;</b>
Mayor Lori E. Lightfoot introduced a resolution acknowledging LGBT-Owned Business Enterprises (LGBTBEs) and their contributions to Chicago's economy and residents, which passed in City Council on January 15, 2020. In collaboration with the Department of Law, the Department of Procurement Services is tasked with gathering information to assess the activity of LGBTBEs as related to government contracting. In order to assist the City with gathering this information, we ask you to take a moment to fill out the optional LGBT Business Enterprises Survey. For more information, visit <a href="http://www.chicago.gov/lgbtbiz">www.chicago.gov/lgbtbiz</a> . This survey is optional and not a requirement of bidding.  ..... Type <b>No Response Required</b>

**1.4 Attachments**

Name	Data Type	Description
ATTACHMENT 01: GENERAL INVITATION REQUEST RFQ DOCUMENT	File	ATTACHMENT 01: GENERAL INVITATION REQUEST RFQ DOCUMENT
ATTACHMENT 02: EXHIBIT 1: DETAILED SCOPE OF SERVICES	File	ATTACHMENT 02: EXHIBIT 1: DETAILED SCOPE OF SERVICES
ATTACHMENT 03: EXHIBIT 2: MBE/WBE SPECIAL CONDITIONS	File	ATTACHMENT 03: EXHIBIT 2: MBE/WBE SPECIAL CONDITIONS
ATTACHMENT 04: EXHIBIT 3: EDS INSTRUCTIONS	File	ATTACHMENT 04: EXHIBIT 3: EDS INSTRUCTIONS
ATTACHMENT 05: EXHIBIT 4: INSURANCE REQUIREMENTS	File	ATTACHMENT 05: EXHIBIT 4: INSURANCE REQUIREMENTS
ATTACHMENT 06: EXHIBIT 5: OUTLINE OF FULL-TIME PERSONNEL, EXPERIENCE AND AVAILAB	File	ATTACHMENT 06: EXHIBIT 5: OUTLINE OF FULL-TIME PERSONNEL, EXPERIENCE AND AVAILABILITY/ORGANIZATION CHART
ATTACHMENT 07: EXHIBIT 6: PROFESSIONAL SERVICE AGREEMENT	File	ATTACHMENT 07: EXHIBIT 6: PROFESSIONAL SERVICE AGREEMENT
ATTACHMENT 08: EXHIBIT 7: APPENDIX 1	File	ATTACHMENT 08: EXHIBIT 7: APPENDIX 1
ATTACHMENT 09: EXHIBIT 8: SOUTHBRANCH REPORT PT. 1 OF 4	File	ATTACHMENT 09: EXHIBIT 8: SOUTHBRANCH REPORT PT. 1 OF 4
ATTACHMENT 10: EXHIBIT 9: SOUTHBRANCH REPORT PT. 2 OF 4	File	ATTACHMENT 10: EXHIBIT 9: SOUTHBRANCH REPORT PT. 2 OF 4
ATTACHMENT 11:	File	ATTACHMENT 11: EXHIBIT 10:

Name	Data Type	Description
EXHIBIT 10: SOUTHBRANCH REPORT PT. 3 OF 4		SOUTHBRANCH REPORT PT. 3 OF 4
ATTACHMENT 12: EXHIBIT 11: SOUTHBRANCH REPORT PT. 4 OF 4	File	ATTACHMENT 12: EXHIBIT 11: SOUTHBRANCH REPORT PT. 4 OF 4

### 1.5 Response Rules

- Solicitation is restricted to invited suppliers
- Suppliers are allowed to view other suppliers' contract terms, notes and attachments
- Suppliers are allowed to respond to selected lines
- Suppliers are allowed to provide multiple responses
- Buyer may close the solicitation before the Close Date
- Buyer may manually extend the solicitation while it is open

**2 Price Schedule**

**2.1 Line Information**

Display Rank As **No indicator displayed**  
 Ranking **Price Only**  
 Cost Factors **None**

Line	Item, Rev / Job	Target Quantity	Unit	Unit Price	Amount
1 Request for Qualifications (RFQ) - Phase I Professional Design Engineering Services - Riverwalk South Branch of the Chicago River (Lake St.-Ping Tom Park)		1	USD		

**2.2 Line Details**

**2.2.1 Line 1 Request for Qualifications (RFQ) - Phase I Professional Design Engineering Services - Riverwalk South Branch of the Chicago River (Lake St.-Ping Tom Park)**

Category	<b>90609..</b>	Start Price (USD)	<b>0.00000001</b>
Shopping Category	<b>Not Specified</b>	Target Price (USD)	<b>Not Specified</b>
Minimum Release Amount (USD)	<b>Not Specified</b>		
Estimated Total Amount (USD)	<b>Not Specified</b>		

**ATTACHMENT 01: GENERAL INVITATION REQUEST FOR QUALIFICATIONS (RFQ)**

**REQUEST FOR QUALIFICATIONS (“RFQ”) FOR PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES FOR RIVERWALK – SOUTH BRANCH OF THE CHICAGO RIVER (LAKE STREET TO PING TOM PARK)**

**Specification No. 962186**

**I. GENERAL INFORMATION**

**Purpose of the Request for Qualifications and Background Information**

The City of Chicago (“City”), acting through its Chicago Department of Transportation (“CDOT” or “Department”), invites the submission of Qualifications for Engineering Services for the Phase I study as described herein. The intent of the Request for Qualifications (“RFQ”) is to identify qualified Respondents having demonstrated experience, expertise and resources to provide the services as further described in the Scope of Services. The City intends to award an Agreement pursuant to this RFQ solicitation for a base term of five (5) years. Services may begin after the Agreement is awarded. If the City requires extended Phase I services for this project, an amendment to the agreement may be executed for a time extension.

“Respondent(s)” means the entities that submit a response to this Request for Qualifications (“RFQ”). The Respondent(s) awarded an Agreement pursuant to this RFQ, if any, are sometimes referred to herein as “Consultant(s)”. “Agreement” refers to an agreement awarded to a Consultant.

CDOT designated Project Managers will be the point of contact for the Consultant(s). CDOT Project Managers will monitor progress of the services, oversee schedule and budget allowances and provide guidance and support to the Design Consultant to ensure successful implementation of the project.

The services contemplated are professional in nature. It is understood that the selected Respondent(s) acting as an individual, partnership, corporation or other legal entity, will be of professional status, licensed to perform in the State of Illinois and licensed for all applicable professional discipline(s) requiring licensing and will be governed by the professional ethics in its relationship to the City. It is also understood that all reports, information, or data prepared or assembled by the Respondent(s) will be confidential in nature and will not be made available to any individual or organization, except the City, without the prior written approval of the City.

The Respondent(s) must be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the Services required under this RFQ document.

The City reserves the right, after advertisement of the RFQ, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised Scope of Services.

## 2. Invitation

The City of Chicago invites the submission of responses for **“RFQ for Phase I Professional Design Engineering Services for River walk – South Branch of the Chicago River (Lake Street to Ping Tom Park).”**

If your firm has demonstrated experience in Professional Design Engineering Services under IDOT prequalification Categories as further described in the Scope of Services, and you are interested in making your services available to the City of Chicago, you are invited to respond to this RFQ. This RFQ is open to all qualified respondents that IDOT has prequalified for ‘Engineering, Architectural & Professional Services Categories’ below. The list of prequalified companies can be found here:

<http://eplan.dot.il.gov/desenv/epas/consultantsprequalificationr080.pdf>

Respondents must include their company's current prequalification letter from IDOT for these Categories:

- **Structures (Highway: Simple, Typical, Advanced Typical, Complex)**

Respondents who are not currently prequalified may respond to this RFQ by concurrently submitting a prequalification to IDOT and include evidence of their prequalification submittal to IDOT in the relevant Categories in their submission package.

Information regarding the IDOT prequalification program can be found here:

<http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/index>

<http://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Design-and-Environment/Description%20and%20Minimum%20Requirements.pdf>

### 3. **Internet Access to this RFQ**

All materials related to the RFQ may be downloaded from the Department of Procurement Service's ("DPS") website at the following URL: <http://www.cityofchicago.org/eProcurement> Click on "Current Bids." In order to receive notice of clarifications and addenda, Respondents must log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer.

RFQ Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS website at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists, go to "Get Started Online," and search by the specification number.

All Respondents are responsible for obtaining all RFQ materials. The City accepts no responsibility for the timely delivery of materials or for alerting Respondents on posting to the DPS website information related to this RFQ.

## II. **DEFINITIONS**

The following defined terms have the meanings specified below.

NOTE: If a defined term is used only once, then it may be defined within the context in which it appears in that paragraph or section.

**"Addendum"** means an official revision of the Proposal Documents issued by the Chief Procurement Officer prior to the due date for submitting proposals.

**"Agreement"** means the City of Chicago's Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications, or revisions made in accordance with its terms, as attached in this RFQ in **Exhibit #6**.

**"Chief Procurement Officer"** or "CPO" means the Chief Procurement Officer of the City of Chicago and any representative duly authorized in writing to act on her behalf.

**"Commissioner"** means the Chief executive of the City of Chicago Department of Transportation and any representative authorized in writing to act on the City Commissioner's behalf.

**"Clarification"** means the City's response to questions submitted by Respondents which do not revise the requirements of the RFQ.

**"Contractor"** or **"Consultant"** means the Respondent awarded a contract pursuant to this RFQ process.

**"Department"** or **"CDOT"** means the City of Chicago Department of Transportation.

“**EC**” means the Evaluation Committee appointed to review and assess all Proposals, and make its recommendations to the Comptroller concerning its evaluations.

“**iSupplier**” refers to the City's eProcurement computer system for electronic bidding and providing Contractors with access to contract, ordering and payment information for their City contracts.

“**Proposal**” is the written content and documents submitted by a Respondent in response to this RFQ.

“**Respondent**” means the primary entity which submits a Proposal in response to this RFQ and may include subcontractors or other team members.

“**Services**” means performance of all tasks, activities and deliverables as described in detail in Exhibit #1, Scope of Services and performed by qualified and licensed personnel of the selected Consultant from this RFQ.

### III. SCOPE OF SERVICES

#### A. *Description of Services*

The Services that the City seeks to acquire are described in detail in the Scope of Services, Exhibit #1.

#### B. *Contract Term*

It is anticipated that the initial contract term will be **five (5) years** starting on the date on which a contract is awarded by the City. The Chief Procurement Officer may exercise the City's right to extend this Agreement following the expiration of the base Agreement term for up to **two (2) one-year periods or 24 months plus 181 days**.

### IV. GENERAL INFORMATION AND GUIDELINES

#### A. *Communications Between the City of Chicago and Respondents*

##### 1. **Submission of Questions or Requests for Clarifications**

**Respondents must communicate only with the Department of Procurement Services.** All questions or requests for clarification must be in writing, sent via on-line discussion, and directed to Edward Anderson, and must be received no later than 4:00 p.m. Central Time, on Friday, October 30, 2020.

All questions and requests for clarification must be submitted via online discussion. The subject line of the email must clearly indicate that the contents are “Questions and Request for Clarification” about the RFQ and are “Not a Proposal” and must refer to “Request for Qualifications (“RFQ”) for Phase I Professional Design Engineering Services for Riverwalk – South Branch of the Chicago River (Lake Street to Pink Tom Park), Specification No. 962186.” No telephone calls will be accepted unless the questions are general in nature.

**B. Deadline and Procedures for Submitting Proposals**

1. To be assured of consideration, Proposals must be submitted electronically to the Department of Procurement Services no later than 4:00 P.M. Central Time on Monday, November 23, 2020. Respondents must submit all required information by uploading as attachments to the electronic RFQ submission in iSupplier. **iSupplier vendor portal registration is required.** Allow three (3) business days to complete registration.
2. The City may, but is not required to accept Proposals that are not received by the date and time set forth in Section IV.B.1 above. Only the Chief Procurement Officer is empowered to determine whether to accept or return late Proposals.

Late responses cannot be submitted in eProcurement. Failure to submit Submittal in eProcurement by the deadline may be subject to rejection by the CPO. It is the Respondent's sole responsibility to ensure that its submission is received in eProcurement on the submission due date on time.

The Chief Procurement Officer may, but is not obligated to, accept Submittals that are not received by the date and time set forth above. The Chief Procurement Officer (CPO) reserves the exclusive right to reject any Submittal that deviates from the submittal requirements, and is empowered to determine whether to accept or return late Submittals.

3. Submit your Proposals to: <http://www.cityofchicago.org/eProcurement>  
**Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments.**

**A. All Submittals must be submitted in eProcurement.**

Combining multiple PDF attachments is strongly encouraged in order to minimize the number of uploaded attachments. **Files cannot be password protected.**

**B. Submittal Format**

Below is an example of how responses to this RFQ should be submitted. To the extent applicable additional properly labeled documents may be uploaded in eProcurement. **Electronic proposals shall be word-searchable.**

#		FILE CONTENTS	FILE NAME
1.	Proposal	The file for submittal must contain all submittal requirements identified in section V. <b>SUBMITTAL REQUIREMENTS</b> , #1 through #9 above.	Spec#_Company Name_Proposal

2.	Financials	Submit the financial capacity of the Respondent/financial statement as required in Section V. <b>SUBMITTAL REQUIREMENTS, #10</b> above.	Spec#_Company_Name_Financials
3.	Redacted Proposal	Upload the redacted copy to the e-procurement system, the redacted copy must be the <b>entire Submittal or Submission as one .pdf format file for posting on the City's website.</b> Any private and/or sensitive information may be redacted from the submittal as required in Section V. <b>SUBMITTAL REQUIREMENTS, #11</b> above	Spec#_Company_Name_Redacted

**C. RFQ Information Resources**

Respondents are solely responsible for acquiring the necessary information or materials. Information for preparing a response to this RFQ can be located in the following areas of the City's website: [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement).

- Pre-Proposal Conference Attendees
- Addenda and Exhibits, if any

**D. Transparency Website: Trade Secrets**

Consistent with the City's practice of making available all information submitted in response to a public procurement, all proposals, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this solicitation, and any information or documentation presented to City as part of negotiation of a contract or other agreement may be made publicly available through the City's Internet website. However, Respondents may designate those portions of the Proposal which contain trade secrets or other proprietary data ("Data") which Respondents desires remain confidential.

To designate portions of the Proposal as confidential, Respondent must:

1. Mark the cover page as follows: "This Proposal includes trade secrets or other proprietary data."
2. Mark each sheet or Data to be restricted with the following legend: "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this RFQ."
3. **Upload with your Proposal Submittal a redacted copy of the entire Proposal or Submission as one .pdf format file for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a redacted copy may result in the posting of an un-redacted copy.**

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a Proposal as non-responsive.

All Proposals submitted to the City are subject to the Freedom of Information Act. The City will make the final determination as to whether information, even if marked "confidential," will be disclosed pursuant to a request under the Freedom of Information Act or valid subpoena. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

## V. PREPARING PROPOSALS: REQUIRED INFORMATION

Each Proposal must contain all of the following documents and must conform to the following requirements.

### A. Format of Proposals

Electronic proposals shall be word-searchable.

### B. Required Contents of Proposal

Proposal content must be clear, concise and well organized. Respondent is strongly discouraged from including marketing or promotional materials not related specifically to the focus of this RFQ. Respondents are advised to adhere to the submittal requirements of the RFQ. Failure to comply with the instructions of this RFQ may be cause for rejection of the non-compliant Proposal. Respondent must provide information in the appropriate areas throughout the RFQ. By submitting a response to this RFQ, you are acknowledging that if your Proposal is accepted by the City, your Proposal and related submittals may become part of the contract.

At a minimum, the Proposal must include the following items:

#### 1. IDOT Pre-Qualification.

Provide IDOT prequalification letters for engineering categories or evidence of submittal requesting prequalification in the RFQ Category(s) listed: **Structures (Highway: Simple, Typical, Advanced Typical, Complex)**

#### 2. Cover Letter

Respondent must submit a cover letter signed by an authorized representative of the entity committing Respondent to provide the Services as described in this RFQ in accordance with the terms and conditions of any contract awarded pursuant to the RFQ process. The cover letter must:

- a) Indicate the number of years the company/organization has been in business, and provide an overview of the experience and background of the company/organization and its key personnel committed to this project.
- b) Identify the legal name of the company/organization, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, limited liability company or partnership, etc.).

- c) Indicate the name, telephone number(s) and e-mail address of the principal contact for this proposal, oral presentation or negotiations.
- d) **Include statement that the Respondent has read and reviewed the City's standard terms and conditions and takes no exceptions, as stipulated in the Sample Professional Services Agreement in Exhibit #6 of this RFQ.**
- e) Acknowledge receipt of Addendum issued by the City, if any.

### 3. Executive Summary.

A brief narrative must delineate the general understanding of the scope and expected duties and the approach/methodology that the Respondent is proposing to complete the required Services. Please include information detailing relevant past projects of comparable size, scope and magnitude where the above proposed approach/methodology was successfully implemented.

### 4. Key Personnel

Identify the project manager and key personnel committed to provide the services within the proposed schedule. Define their role and areas of responsibility/activities. Include resumes, qualifications and experience of key personnel that Respondent proposes for performance of the services. Complete the following three charts found in Exhibit #5: The Outline of Full-Time Personnel, Experience, and Availability Key Team Personnel Proposed; Firm Proposing as Prime Consultant; and the Sub-consultant and MBE/WBE Commitment.

### 5. Organizational Chart

Provide an organizational chart of team firms that will be performing on this project. Include involvement by MBE/WBE firms.

### 6. Commitment to meet the MBE/WBE goals.

Respondents are directed to examine the attached Special Conditions Regarding MBE/WBE Commitment found in Exhibit #2. Commitment to meet MBE/WBE goals. Provide a plan delineating the various anticipated categories and/or disciplines of work/services to be provided by MBE/WBE firms. Provide the names and qualifications for the prospective MBE/WBE firms that you plan to use to fulfill the minimum participation goals of **25% MBE and 6% WBE** for the project. Respondents are required to provide a written statement of their commitment to meet the MBE/WBE requirements and submit a MBE/WBE compliance plan or demonstrate that you have made Good Faith Efforts to meet the minimum participation goals. Requirements for demonstrating Good Faith Efforts are further detailed in 49 CFR Part 26 and its Appendix A.

To locate MBE/WBE firms who are currently certified with the City of Chicago in various areas of specialty, you can search the City's MBE/WBE Directory Database on the City's website:  
[www.cityofchicago.org/Procurement](http://www.cityofchicago.org/Procurement).

## 7. Economic Disclosure Statement and Affidavit (“EDS”) and Attachment A: Online EDS Acknowledgement.

Respondent shall complete an Economic Disclosure Statement and Affidavit and, Attachment A: Online EDS Acknowledgement. See Online City of Chicago EDS Instructions and Attachment A: Online EDS Acknowledgement, in **Exhibit #3**. If Respondent is a business entity other than a corporation, then each member, partner, etc., of Respondent must complete an EDS, as applicable, per the instructions on the EDS form. In addition, any entity that has an interest in Respondent or in one or more of its members, partners, etc., and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed EDS as an “entity holding an interest in an Applicant” as described in the EDS. All affidavits must be notarized. Upon completion of Online EDS, **Respondent shall upload a copy of 2 documents with their Proposal: 1) Certificate of Filing printed from system and 2) hardcopy of the executed Attachment A, Online EDS Acknowledgement form.**

The Respondent submitting as the prime must submit the above referenced EDS documents with its Proposal. Subcontractors may be asked, at the City's discretion, to provide an EDS during the evaluation process.

## 8. Legal Actions

Respondent must provide a listing and a brief description of all material legal actions, together with any fines and penalties, for the past 5 years in which (i) Respondent or any division, subsidiary or parent entity of Respondent, or (ii) any member, partner, etc., of Respondent if Respondent is a business entity other than a corporation, has been:

- a) A debtor in bankruptcy; or
- b) A plaintiff or defendant in a legal action for deficient performance under a contract or violation of a statute or related to service reliability; or
- c) A respondent in an administrative action for deficient performance on a project or in violation of a statute or related to service reliability; or
- d) A defendant in any criminal action; or
- e) A named insured of an insurance policy for which the insured has paid a claim related to deficient performance under a contract or in violation of a statute or related to service reliability; or
- f) A principal of a bond for which a surety has provided contract performance or compensation to an obligee of the bond due to deficient performance under a contract or in violation of a statute or related to service reliability; or
- g) A defendant or respondent in a governmental inquiry or action regarding accuracy of preparation of financial statements or disclosure documents.

The City reserves the right to request similar legal action information from Respondent's team members during the evaluation process.

## 9. Insurance

Respondent should include a statement that they can comply with the City's insurance requirements. Prior to contract award, the selected Respondent will be required to submit evidence of insurance in the amounts specified in the attached **Exhibit #4**.

## 10. Financial Statements

Respondent must provide a copy of its audited financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. Upload into your Proposal one (1) complete copy of the requested financial statements marked and separated by Year for the period requested. The City will not accept a web link.

Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their proposal submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

If Respondent is unable to provide audited financial statements, state the reasons in your Proposal response and provide financial documentation in sufficient detail to enable the City to assess the financial condition of your company.

Sufficient alternate documentation would be un-audited financial statements from those Respondents not required to have their financial statements audited. At a minimum, the statements need to be the balance sheets and income statements (or equivalent) for the requested three years. Assets/liabilities and income/ expenses must be presented in adequate detail for the City to assess the financial condition of the Respondent.

11. **Upload with your Proposal Submittal a redacted copy of the entire Proposal or Submission as one .pdf format file for posting on the City's website.**

## VI. EVALUATING PROPOSALS

### A. Evaluation Process

An Evaluation Committee, which will include the representatives from the Department of Transportation and the Department of Procurement Services and may include representatives of other departments of the City ("Evaluation Committee" or "EC") will review and evaluate the Proposals, as described below.

In evaluating Proposals, the EC will first consider the completeness and responsiveness of the Respondent's Proposal. The Proposal evaluation process is organized into three phases:

Phase I	Preliminary Proposal Assessment
Phase II	Proposal Evaluation
Phase III	Site Visits, Products/System Demonstration and/or Oral Presentations (if necessary)

### **Phase I - Preliminary Proposal Assessment**

Phase I will involve an assessment of the Respondent's compliance with and adherence to all submittal requirements requested in Section V. B, Required Content of the Proposal. Proposals which are incomplete and missing key components necessary to fully evaluate the Proposal may, at the discretion of the EC, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive. Proposals providing responses to all sections will be eligible for detailed analysis in Phase II, Proposal Evaluation.

### **Phase II - Proposal Evaluation**

In Phase II, the EC will evaluate the extent to which a Respondent's Proposal meets the requirements set forth in the RFQ. Phase II will include a detailed analysis of the Respondent's qualifications, experience, proposed implementation and management plan, cost proposal/ compensation schedule, and other factors based on the evaluation criteria outlined in Section VI. B, Evaluation Criteria.

As part of the evaluation process, the EC will review the information required by Section V, for each Proposal received. The EC may also review other information gained by checking references and by investigating the Respondent's financial condition.

The City reserves the right, after advertisement of the RFQ, to refine the Scope of Services, with appropriate notice. Further, if, upon receipt of Proposals, the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances, provide the revision to all Respondents and invite revised proposals from the Respondents based upon the revised Scope of Services.

The City reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its Proposal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Proposal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the Proposal responses as it deems necessary.

### **B. Evaluation Criteria**

An Evaluation Committee (“EC”) will include the representatives from CDOT and the Department of Procurement Services and may include representatives of other departments of the City to review and evaluate the responses as described below.

The evaluations are completed in three parts: Phase I – Preliminary Assessment, Phase II – Evaluation, and Phase III- Oral Presentation.

The written technical submittal score will comprise 50% of the overall score, and the Oral Presentation score will comprise 50% of the overall score. The EC will first consider the completeness and responsiveness of the Respondent’s submittal.

### **Phase I - Preliminary Assessment**

Phase I involves an assessment of the Respondents compliance with, and adherence to all Submittal Requirements requested. Responses which are incomplete and/or missing key components necessary to fully evaluate the Response may, at the discretion of the EC, be rejected from further consideration due to “non-responsiveness” and rated Non-Responsive.

### **Phase II - Evaluation**

Phase II will be a review of the submittals in accordance with the following criteria, and include a detailed analysis of the Respondent’s qualifications, experience, proposed implementation and management plan, and factors based on the evaluation criteria. Each criterion below is weighted 25% and graded on a scale of 0 to 5. The most qualified Respondent will have the highest score summing all four criteria.

#### **Evaluation Criteria and Quality of the Technical Submittal:**

- 1) Accurate and full understanding of the project scale, type, unique elements and general approach to achieve the project goals.
- 2) Demonstrated success of proposed approach/methodology in past or current similar projects.
- 3) Availability and strength of committed personnel and organizational staffing plan to accomplish the goals and objectives of the project.
- 4) Capacity to perform the services within a reasonable time.

The City reserves the right to seek clarification of any information submitted by any Respondent in any portion of its submittal or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the submittal and eliminate the Respondent from further consideration.

The City reserves the right to enlist independent consulting services to assist with the evaluation of all or any portion of the responses, as it deems necessary.

The City reserves the right after advertisement of the RFQ, to refine the Scope of Services with appropriate notice. Further, if upon receipt of Responses the City wishes to make refinements to the Scope of Services, it may, depending upon the circumstances provide the revision to all Respondents and invite revised responses from the Respondents based upon the revised Scope of Services.

(Note: Commitment to meet the MBE/WBE Goals will not be graded.)

### **Phase III - Oral Presentation**

Phase III Oral Presentation interviews may be required of at least three of the most highly qualified Respondents (shortlisted Respondents) following submission and evaluation of all of the received submittals. For oral presentations/interviews, all shortlisted Respondents will be notified in writing of the date, time and place. Each short listed Respondent will be given the same time limits, as well as a series of questions related to their proposal and/or topics to address in order to prepare a written response in advance of the meeting.

## **VII. SELECTION PROCESS**

The Evaluation Committee will consider any information regarding the Respondent, including information contained in the Response, that may indicate any conflicts (or potential conflicts) of interest which might compromise the Respondent's ability to satisfactorily perform the proposed services or undermine the integrity of the competitive procurement process. If any Respondent has provided any services for the City in researching, consulting, advising, drafting, or reviewing this RFQ or any services related to this RFQ, such Respondent may be disqualified from further consideration. Respondents shall notify the City of any conflict of interest as soon as they become aware of it.

Once the Evaluation Committee has determined the top three most highly qualified firms for the project in order of ranking, the Commissioner will seek the Chief Procurement Officer's concurrence. The City will notify all Respondents of the final ranking of the three most highly qualified Respondents. The City then will commence negotiations with the most highly qualified Respondent for the project. If the City is unable to negotiate a satisfactory contract with such Respondent, the City shall terminate such negotiations and undertake negotiations with the next most qualified Respondent, continuing the process until an agreement is reached.

After notification of selection, the most highly qualified Respondent must develop a detailed list of services for the project, to consist of:

- Executive Summary and Introduction describing the project objectives and goals,
- Project limits and project scope (from this RFQ),
- Staffing plan including staff hour assignments of key and support staff members as well as an organization chart,
- Description of Consultant duties and responsibilities of other agencies,
- Description of Consultant deliverables as part of the project,
- Cost estimation and control procedures,
- Project schedule and management procedures,
- Consultant cost details and supporting documentation.

The draft Cost Proposal must be submitted for review at the second meeting after notice of selection for the project and shall incorporate all requirements per the latest IDOT Bureau of Local Road and Streets (BLSR) Manual, except as herein modified. The final Cost Proposal must be completed after agreement to services has been reached and prior to the award of contract and must be incorporated into and serve as the Consultant's contract scope of services.

Nothing in this RFQ is intended to, nor will be deemed to operate, limit or otherwise constrain the authority, powers, and discretion of the Chief Procurement Officer as set forth in the Municipal Purchasing Act for Cities of 500,000 or More in Population, 65 ILCS 5/8-10-1 et.seq., as amended, and in the Municipal Code of the City of Chicago, as amended.

The City reserves the right to terminate this procurement at any stage if the Chief Procurement Officer determines it to be in the best interest of the City. In no event will the City be liable to Respondents for any cost or damages incurred by Respondents or other interested parties in connection with the procurement process, including but not limited to any and all costs of preparing the RFQ and participation in any conferences, oral presentation or negotiations.

## **VIII. ADDITIONAL DETAILS OF THE RFQ PROCESS**

### **A. Addenda**

If it becomes necessary to revise or expand upon any part of this RFQ, the City will send an email notification to prospective Respondents who have indicated intent to propose in this RFQ that an addendum or clarification has been issued. The Clarifications and Addenda will be available at the following URL:  
[www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement).

Prospective Respondents that have indicated interest in this RFQ will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve Prospective Respondents from the obligation to comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic Proposal.

Any harm to the prospective Respondent resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFQ solicitation.

Each addendum is incorporated as part of the RFQ documents, and the prospective Respondent should acknowledge receipt. Respondents are solely responsible for acquiring the necessary information or materials available at the following URL: [www.cityofchicago.org/eProcurement](http://www.cityofchicago.org/eProcurement).

A copy of addenda associated with this RFQ specification number will also be posted on the City of Chicago Department of Procurement Services' website. Prospective Respondents are listed on the Take Out Sheet.

An addendum may include, but will not be limited to, the following:

1. Responses to questions and requests for clarification sent to the Department of Procurement Services; or
2. Responses to questions and requests for clarification raised at the Pre-Proposal Conference; or
3. Responses to questions and requests for clarification which were sent in by the deadline for submission of questions; all in accordance with the provisions of Section IV A.1 herein.

#### **B. City's Rights to Reject Proposals**

The City of Chicago, acting through its Chief Procurement Officer, reserves the right to reject any and all Proposals that do not conform to the requirements set forth in this RFQ; or that do not contain at least the information required by this RFQ. If no Respondent is selected through this RFQ process, then the Chief Procurement Officer may utilize any other procurement method available under the Municipal Purchasing Act and the Municipal Code of Chicago, to obtain the Services described in this RFQ or as may otherwise be so required.

#### **C. No Liability for Costs**

The City is not responsible for costs or damages incurred by Respondents, member(s), partners, subcontractors, or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the Proposal and/or participating in any conferences, site visits, demonstrations, oral presentations or negotiations.

#### **D. Prohibition on Certain Contributions.- Mayoral Executive Order No. 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.

## **E. False Statements**

### **1. 1-21-010 False Statements**

Any person who knowingly makes a false statement of material fact to the city in violation of any statute, ordinance or regulation, or who knowingly falsifies any statement of material fact made in connection with an application, report, affidavit, oath, or attestation, including a statement of material fact made in connection with a bid, proposal, contract or economic disclosure statement or affidavit, is liable to the city for a civil penalty of not less than \$500.00 and not more than \$1,000.00, plus up to three times the amount of damages which the city sustains because of the person's violation of this section. A person who violates this section shall also be liable for the city's litigation and collection costs and attorney's fees.

The penalties imposed by this section shall be in addition to any other penalty provided for in the municipal code. (Added Coun. J. 12-15-04, p. 39915, § 1)

### **2. 1-21-020 Aiding and Abetting**

Any person who aids, abets, incites, compels or coerces the doing of any act prohibited by this chapter shall be liable to the city for the same penalties for the violation. (Added Coun. J. 12-15-04, p. 39915, § 1)

### **3. 1-21-030 Enforcement**

In addition to any other means authorized by law, the corporation counsel may enforce this chapter by instituting an action with the department of administrative hearings. (Added Coun. J. 12-15-04, p. 39915, § 1)

## **F. Title VI Solicitation Notice**

The City in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**EXHIBIT 1: RFQ SCOPE OF SERVICES**

**SCOPE OF SERVICES**

## SCOPE OF SERVICES

CDOT PROJECT #E-8-345

CDOT requires **Phase I** study services for **Professional Design Engineering Services for Riverwalk-South Branch of the Chicago River (Lake Street to Ping Tom Park)**. The Phase I study work will include preliminary design services for a proposed Riverwalk along the east bank of the South Branch of the Chicago River, from Lake Street to Ping Tom Park (near 18<sup>th</sup> Street).

**Important Note:** Two studies related to this project have recently been performed: a Planning Study ("South Branch Riverwalk Implementation Plan") and a River Traffic Study. Documents developed during the study are provided in **Exhibit 7 'Reference Documents.'**

The project limits will be along the east bank of the South Branch of the Chicago River, from the west end of the current Riverwalk on the Main Branch at Lake Street as the north terminus, to Ping Tom Park, near 18<sup>th</sup> Street as the south terminus for an approximate length of 1.8 miles. The proposed Riverwalk will follow the east bank of the South Branch of the Chicago River, and contain 12 underbridge connections.

The Phase I activities will include a topographic survey; a geotechnical investigation; a navigational channel investigation with respect to jurisdiction and necessary permitting steps to advance the selected alternative; a Federal Project Development Report including but not limited to all environmental, riparian, real estate and historic requirements; all regulatory agency permitting requirements including but not limited to the U.S. Army Corps of Engineers, U.S. Coast Guard, Illinois Department of Natural Resources, and Illinois Environmental Protection Agency; preliminary architectural and structural design and architectural computer photo renderings of the proposed improvements; public and aldermanic update meetings; drainage and other utility design, and preliminary plans.

The project will be administered by the CDOT Division of Engineering and requires MBE/WBE participation.

Respondents must include their company's current IDOT prequalification for the following categories:

- Structures (Highway: Simple, Typical, Advanced Typical, Complex)

### **A. GENERAL REQUIREMENTS**

**Design Consultant ("DC") Services General Requirements are as follows:**

#### **Scope of Services**

The DC must provide a detailed proposed Scope of Services for the project based on the information provided in this RFQ. The Scope shall consist of:

- Executive Summary and Introduction describing the project objectives and goals,
- Project limits and proposed project scope (from this RFQ),
- Staffing plan including staff hour assignments of key and support staff members as well as

- an organization chart,
- Description of DC duties and responsibilities of other agencies,
- Description of DC deliverables as part of the project,
- Cost estimation and control procedures;
- Project schedule and management procedures,
- DC cost details and supporting documentation.

The draft Scope of Services must be submitted for review at the second meeting after notice of selection for the project and shall incorporate all requirements per the latest IDOT Bureau of Design and Environment (BDE) Manual; except as herein modified. The final Scope of Services must be completed prior to the award of contract and must be incorporated into and serve as the DC's contract scope of services, subject to CDOT's review and approval.

## **B. ADDITIONAL SCOPE OF SERVICES**

### **Meetings**

The DC must attend regular status meetings held with the CDOT Division of Engineering, Bridge Section Project Manager and staff. These meetings are held in CDOT's offices and attended by CDOT, DC and other agency personnel. The meetings must serve as a forum to discuss and resolve issues in the design process.

Minutes of all meetings must be prepared in a format approved by CDOT and distributed by the DC within three working days of the meeting for review and approval by CDOT. The DC is also responsible for maintaining a list of action items which must be updated at each meeting.

The DC shall be asked to, and must, attend coordination meetings as deemed appropriate by CDOT staff and assist the CDOT staff in preparation of agenda and other support documentation.

### **Design Standards**

The design must incorporate IDOT Standards for Bridge and Highway design and CDOT Rules and Regulations for Construction in the Public Way especially as they relate to Computer-Aided Drafting.

### **Design and Construction Schedules**

The DC must prepare a Project Schedule after Notice to Proceed, including a work breakdown, which depicts the project with key milestones and deliverables for design and construction. The design schedule must be updated bi-weekly and at a minimum, must include:

- Key decision points in the design process including the securing of all temporary and permanent easements, utility coordination and other items which require coordination;
- Responsible parties for each decision;
- Early start for each activity;
- Expected finish for each activity;
- Critical path items.

The DC must also prepare a Construction Schedule. The schedule must show the major items of work to be performed by the Contractor and subcontractors.

All schedules must be made available to CDOT in an electronic format as well as a graphic format. Color wall-size versions of these schedules must be made available to CDOT personnel upon request.

### **Document Preparation**

All plans, except those which incorporate existing CDOT plans for rehabilitation, must be prepared using MicroStation software. Bridge projects must follow the latest IDOT CAD standards. CDOT must receive an electronic copy of all final documents including design calculations and backup.

### **Estimates**

The DC is responsible for the preparation of cost estimates.

### **Administration**

The DC is responsible for all utility coordination and securing of all permits and flagging for all design work to be performed, including agreements with affected railroads. The DC, through CDOT, must coordinate the work with other City agencies.

The DC must identify potential temporary and permanent easements and must assist CDOT in the identification of same.

The DC must develop legal agreements under the guidance of CDOT and the Chicago Department of Law for easements and other jurisdictional documents.

The DC must prepare monthly progress reports and invoices. These progress reports and invoices must be in the format approved by CDOT and must be submitted no later than the tenth day of the month after which services have been performed.

### **Inspections**

As part of its work, the DC must inspect the river walls and bridge abutments, other bridge protective structures and freight tunnels within the project limits. Results of the inspection must be forwarded to CDOT, together with recommendation for remedial work, within 48 hours of inspection.

### **Survey**

The DC must hire a surveyor, licensed in the State of Illinois, to survey all areas within the work limits, as well as adjacent properties.

### **Geotechnical**

The DC will coordinate and oversee soil borings within the project limits.

### **Phase I Study**

The Phase I engineering services for this project includes the preparation and approval of all preliminary engineering documents required by the Federal Highway Administration (FHWA) and the Illinois Department of Transportation (IDOT) and other regulatory agencies.

The requirements and deliverables for Phase I must conform to IDOT and CDOT requirements.

The Phase I Preliminary Design must include, but is not limited to:

- A detailed inspection of the bridges and river walls and other protective structures to determine their current condition as they relate to the scope of services, and necessary changes for the proposed underbridge connections, identified by the DC. CDOT must be notified in writing of the need for emergency or remedial repairs;
- Testing, which must include removal of concrete cover, coupon testing, concrete cores, delamination testing and other non-destructive tests as deemed appropriate by the DC in consultation with CDOT to determine the condition of any members or elements to remain;
- Preparation of a Bridge Condition Report (BCR) for the full project limits following the IDOT and CDOT requirements which must substantiate the final scope of the project and be signed by a Licensed Structural Engineer in the State of Illinois. The BCRs must evaluate alternative structure types and repair/rehabilitation options and provide detailed costs for construction and force account work;
- Preparation of the appropriate type environmental report. The environmental report preparation must include traffic studies, environmental assessments and remediation's, as appropriate, right of way acquisitions, and other requirements, as directed by CDOT;
- Preliminary architectural design;
- Preparation of scoping documents which consists of 60% Construction Documents;
- Attendance, as required, at all public meetings and preparation of all exhibits (including, but not limited to computer photo renderings and maps) and other materials for these meetings and CDOT outreach;
- Soil borings, testing and the preparation of soil profiles;
- Modification of any Phase I documents to incorporate either CDOT or other agency comments.
- Preparation of support documentation for Phase I review by other agencies, including the Illinois State Historic Preservation Agency, the Chicago Plan Commission, the U.S. Coast Guard, the Army Corps of Engineers, the Illinois Environmental Protection Agency, the Illinois Department of Transportation-Division of Water Resources, the Illinois Department of Natural Resources and other agencies as required;

- Preparation of mailings to affected property owners, to affected agencies, to other City agencies and to other parties as required;
- Inspection of City sewers adjacent to the project including television inspection of existing sewers, hydrologic and hydraulic studies and recommendations as required to obtain approvals needed from the Chicago Department of Water Management for the project;
- Drainage and other utility design;
- Written descriptive material to illustrate the scope of renovation work and preliminary engineering calculations;
- Process and complete the Office of Underground Coordination

As part of Phase I, the DC must prepare a listing of all plans and specifications required for the project.

All drawings, specifications, and other documents produced by the DC are to comply with pertinent requirements.

EXHIBIT 2

MBE & WBE SPECIAL CONDITIONS



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Shannon E. Andrews, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**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
25%	6%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

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 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 an MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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 MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. 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.*

**"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. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

**"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"** means 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 considered in a Good Faith Efforts determination 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 ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), 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. Except as provided in MCC 2-92-525(b)(2), 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, except as provided in MCC 2-92-525(b)(2).
- 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 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 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; and
      - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- 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; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

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.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), 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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; 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.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

#### **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 arbitative 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 (Rev. Apr. 2018)**

1.

2. 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.

\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.

<p><b>51<sup>st</sup> Street Business Association *</b>          220 E. 51<sup>st</sup> Street          Chicago, IL 60615          Phone: 773-285-3401          Fax: 773-285-3407          Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a>          Web: <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>African American Contractors Association - AACA</b>          P.O. Box #19670          Chicago, IL 60619          Phone: 312-915-5960          Email: <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a>          Web: <a href="http://www.aacanatl.org">www.aacanatl.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc.</b>          14527 S. Halsted          Chicago, IL 60827          Phone: 708-392-9323          Fax: 708-880-0121          Email: <a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a>;  <a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a>          Web: <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises *</b>          5677 W. Howard          Niles, IL 60714          Phone: 847-673-7377          Fax: 847-673-2358          Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Austin African American Business Networking Assoc.</b>          5820 W. Chicago Ave.,          Chicago, IL 60651          Phone: 773-626-4497          Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a>          Web: <a href="http://www.aaabna.org">www.aaabna.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>Black Contractors United *</b>          12000 S. Marshfield Ave.          Calumet Park, IL 60827          Phone: 708-389-5730          Fax: 708-389-5735          Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a>          Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Business Leadership Council *</b>          230 W. Monroe Street, Ste 2650          Chicago, IL 60606          Phone: 312-628-7844          Fax: 312-628-7843          Email: <a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a>          Web: <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b>          3179 N. Clark St., 2nd Floor          Chicago, IL 60657          Phone: 773-303-0167          Fax: 773-303-0168          Email: <a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a>          Web: <a href="http://www.lgbtcc.com">www.lgbtcc.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>

<p><b>Chatham Business Association Small Business Dev. *</b>        800 E. 78<sup>th</sup> Street        Chicago, IL 60619        Phone: 773-994-5006        Fax: 773-855-8905        Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a>        Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b>        105 W. Adams, Suite 2300        Chicago, IL 60603-6233        Phone: 312-755-2550        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>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Chicago Urban League *</b>        4510 S. Michigan Ave.        Chicago, IL 60653        Phone: 773-624-8810        Fax: 773-451-3579        Email: <a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a>        Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b>        2444 W. 16<sup>th</sup> Street        Chicago, IL 60608        Phone: 312-942-1444        Jayne Vellinga, Executive Director        Email: <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a>        Web: <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b>        1507 E. 53<sup>rd</sup> Street, Suite 906        Chicago, IL 60615        Phone: 312-436-0301        Email: <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a>        Web: <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce</b>        1633 S. Michigan Avenue        Chicago, IL 60616        Phone: 312-971-9594        Fax: 312-341-9084        Email: <a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a>        Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b>        7447 S South Shore Drive, Unit 22B        Chicago, IL 60649        Phone: 773-356-7661        Email: <a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a>        Web: <a href="http://www.doforself.org">www.doforself.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b>        9923 S. Halsted Street, Suite D        Chicago, IL 60628        Phone: 773-941-4833        Fax: 773-941-5252        Email: <a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a>        Web: <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b>        216 W. Jackson Blvd. #625        Chicago, IL 60606        Phone: 312-360-1122        Fax: 312-750-1203        Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>        Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Fresh Start Home Community Development Corp.</b>        5168 S. Michigan Avenue, 4N        Chicago, IL 60615        Phone: 312-632-0811        Fax: 855-270-4175        Email: <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a>        Web: <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>

<p><b>Greater Englewood Community Development Corp. *</b>        815 W. 63rd Street        Chicago, IL 60621        Phone: 773-651-2400        Fax: 773-651-2400        Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a>        Web: <a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Greater Pilsen Economic Development Assoc. *</b>        1801 S. Ashland        Chicago, IL 60608        Phone: 312-698-8898        Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a>        Web: <a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Greater Far South Halsted Chamber of Commerce *</b>        10615 S. Halsted Street        Chicago, IL 60628        Phone: 518-556-1641        Fax: 773-941-4019        Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a>        Web: <a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b>        2601 W. 63rd Street        Chicago, IL 60629        Phone: 773-362-3373        Fax: 773-471-8206        Email: <a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a>        Web: <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Hispanic American Construction Industry Association (HACIA) *</b>        650 W. Lake St., Unit 415        Chicago, IL 60661        Phone: 312-575-0389        Fax: 312-575-0544        Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>        Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b>        222 Merchandise Mart Plaza, Suite 1212 c/o 1871        Chicago, IL 60654        Phone: 312-425-9500        Email: <a href="mailto:aalcantar@ihccbbusiness.net">aalcantar@ihccbbusiness.net</a>        Web: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Illinois State Black Chamber of Commerce *</b>        411 Hamilton Blvd., Suite 1404        Peoria, Illinois 61602        Phone: 309-740-4430 / 773-294-8038        Fax: 309-672-1379        Email: <a href="mailto:LarryIvory@IllinoisBlackChamber.org">LarryIvory@IllinoisBlackChamber.org</a>;  <a href="mailto:vgilb66709@yahoo.com">vgilb66709@yahoo.com</a>  <a href="http://www.illinoisblackchamberofcommerce.org">www.illinoisblackchamberofcommerce.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>JLM Business Development Center *</b>        2622 W. Jackson Boulevard        Chicago, IL 60612        Phone: 773-826-3295        Fax: 773-359-4021        Email: <a href="mailto:jlbizcenter@gmail.com">jlbizcenter@gmail.com</a>        Web: <a href="http://www.jlmcenter.org">www.jlmcenter.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Latin American Chamber of Commerce *</b>        3512 W. Fullerton Avenue        Chicago, IL 60647        Phone: 773-252-5211        Fax: 773-252-7065        Email: <a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a>        Web: <a href="http://www.LACCUSA.com">www.LACCUSA.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>National Association of Women Business Owners *</b>        500 Davis Street, Ste 812        Evanston, IL 60201        Phone: 773-410-2484        Fax: 847-328-2018        Email: <a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a>        Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>

<p><b>National Black Wall Street *</b>          4655 S. King Drive, Suite 203          Chicago, IL 60653          Phone: 773-268-6900          Fax: 773-392-0165          Email: <a href="mailto:markallen2800@aol.com">markallen2800@aol.com</a>          Web: <a href="http://www.nationalblackwallstreetchicago.org">www.nationalblackwallstreetchicago.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>National Organization of Minority Engineers (NOME) *</b>          33 W. Monroe, Suite 1540          Chicago, IL 60603          Phone: 312-960-1239          Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a>          Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Neighborhood Development Services, NFP *</b>          10416 South Maryland Avenue          Chicago, IL 60628          Phone: 773-413-9348          Fax: 773-371-0032          Email: <a href="mailto:neighborhooddevservices@gmail.com">neighborhooddevservices@gmail.com</a>          Web: <a href="http://www.ndsnfp.org">www.ndsnfp.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>Rainbow/PUSH Coalition *</b>          930 E. 50<sup>th</sup> Street          Chicago, IL 60615          Phone: 773-256-2768          Fax: 773-373-4103          Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a>          Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: No</p>
<p><b>Real Men Charities, Inc.</b>          2423 E. 75<sup>th</sup> Street          Chicago, IL 60649          Phone: 773-425-4113          Email: <a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a>          Web: <a href="http://www.realmencook.com">www.realmencook.com</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center</b>          7415 E. End, Suite 120          Chicago, IL 60649          Phone: 773-406-1069          Fax: 866-873-2494          Email: <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a>          Web: <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>South Shore Chamber, Inc. *</b>          1750 E. 71<sup>st</sup> Street          Chicago, IL 60649-2000          Phone: 773-955- 9508          Tonya Trice, Executive Director          Email: <a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a>          Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</b>          4550 S. Wabash Avenue          Chicago, IL. 60653          Phone: 773-538-5120          Fax: 773-538-5125          Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a>          Web: <a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b>          1547 South Wolf Road          Hillside, Illinois 60162          Phone: 773-315-9720          Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a>          Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b>          1250 Grove Ave. Suite 200          Barrington, IL 60010          Phone: 847-708-1597          Fax: 847-382-1787          Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a>          Web: <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>

<p><b>Women's Business Development Center *</b> 8 S. Michigan Ave., 4th Floor 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> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Urban Broadcast Media, Inc.</b> 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: <a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a> Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a> Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>Your Community Consultants Foundation</b> 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>

**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.:** {Specification Number}  
**Project Description:** {PROJECT DESCRIPTION}

(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

\_\_\_\_\_  
Name of Company Representative at Address/Phone

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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?  
\_\_\_\_\_
- B. Identify the managing partner, if any, and describe the means and measure of their compensation:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 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)**

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:

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

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.

**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.**

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

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 0.5 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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

**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: \_\_\_\_\_

**EXHIBIT 3**

**ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT AND  
AFFIDAVIT (EDS)  
AND APPENDIX A INSTRUCTIONS**

**AND**

**ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

**ONLINE CITY OF CHICAGO ECONOMIC DISCLOSURE  
STATEMENT AND AFFIDAVIT (EDS) INSTRUCTIONS**

WHEN SUBMITTING YOUR RESPONSE TO THIS REQUEST FOR QUALIFICATIONS (RFQ) FOR REQUEST FOR QUALIFICATIONS ("RFQ") FOR PHASE I PROFESSIONAL DESIGN ENGINEERING SERVICES FOR RIVERWALK – SOUTH BRANCH OF THE CHICAGO RIVER (LAKE STREET TO PING TOM PARK), SPECIFICATION NO. 962186, THE RESPONDENT SHALL SUBMIT 2 DOCUMENTS: 1) A "CERTIFICATE OF FILING" EVIDENCING COMPLETION OF YOUR ONLINE EDS AND 2) AN EXECUTED ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT SIGNED BY AN AUTHORIZED OFFICER BEFORE A NOTARY.

**1. ONLINE EDS FILING**

**1.1. ONLINE EDS FILING REQUIRED PRIOR TO RESPONSE DUE DATE**

The Respondent shall complete an online EDS prior to the response due date. A Respondent who does not file an electronic EDS prior to the response due date may be found non-responsive and its response rejected. If you are unable to complete the online EDS and print a Certificate of Filing prior to the response due date, the City will accept a paper EDS provided written justification is provided explaining your good faith efforts to complete it before the response due date and the reasons why it could not be completed.

**NOTE: ALWAYS SELECT THE "CONTRACT" (NOT UPDATE) BOX WHEN COMPLETING AN ONLINE EDS TO ENSURE A NEW CONTRACT SPECIFIC ONLINE EDS IS CREATED RELATED TO THE SOLICITATION DOCUMENT. CLICKING THE UPDATE BOX ONLY UPDATES PREVIOUS EDS INFORMATION.**

**1.2. ONLINE EDS WEB LINK**

The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

**1.3. ONLINE EDS NUMBER**

Upon completion of the online EDS submission process, the Respondent will be provided an EDS number. Respondent should record this number here:

EDS Number: \_\_\_\_\_

**1.4. ONLINE EDS CERTIFICATION OF FILING AND ATTACHMENT A, ONLINE EDS ACKNOWLEDGEMENT**

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing and Attachment A, Online EDS Acknowledgement form with its response. Please insert your Certification of Filing and Attachment A, Online EDS Acknowledgement form

following the Cover Letter. See Section 5.2, Item 9, Required Contents of Proposal in the RFP. A Respondent who does not include a signed Certificate of Filing and/or Attachment A, Online EDS Acknowledgement form with its response must provide it upon the request of the Chief Procurement Officer.

**1.5. PREPARATION CHECKLIST FOR REGISTRATION**

To expedite and ease your registration process, we recommend that you collect the following information prior to registering for an Online EDS user account:

	1. Invitation number, if you were provided an invitation number.
	2. EDS document from previous years, if available.
	3. Email address to correspond with the Online EDS system.
	4. Company Information:
	a. Legal Name
	b. FEIN/SSN
	c. City of Chicago Vendor Number, if available.
	d. Address and phone number information that you would like to appear on your EDS documents.
	e. EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

**1.6. PREPARATION CHECKLIST FOR EDS SUBMISSION**

To expedite and ease your EDS submission, we recommend that you collect the following information prior to updating your EDS information online.

Items #1 through #7 are needed for both EDS information updates and contract related EDS documents:

- \_\_\_\_\_ 1. Invitation number, if you were provided with an invitation number.
- \_\_\_\_\_ 2. Site address that is specific to this EDS.
- \_\_\_\_\_ 3. Contact that is responsible for this EDS.
- \_\_\_\_\_ 4. EDS document from previous years, if available.
- \_\_\_\_\_ 5. Ownership structure, and if applicable, owners' company information:
  - \_\_\_\_\_ a. % of ownership
  - \_\_\_\_\_ b. Legal Name
  - \_\_\_\_\_ c. FEIN/SSN
  - \_\_\_\_\_ d. City of Chicago Vendor Number, if available.

- \_\_\_\_\_ e. Address
- \_\_\_\_\_ 6. List of directors, officers, titleholders, etc. (if applicable).
- \_\_\_\_\_ 7. For partnerships/LLC/LLP/Joint ventures, etc.:
- \_\_\_\_\_ a. List of controlling parties (if applicable).

Items #8 and #9 are needed ONLY for contract related EDS documents:

- \_\_\_\_\_ 8. Contract related information (if applicable):
- \_\_\_\_\_ a. City of Chicago contract package
- \_\_\_\_\_ b. Cover page of City of Chicago bid/solicitation package
- \_\_\_\_\_ c. If EDS is related to a mod, then cover page of your current contract with the City.
- \_\_\_\_\_ 9. List of subcontractors and retained parties:
- \_\_\_\_\_ a. Name
- \_\_\_\_\_ b. Address
- \_\_\_\_\_ c. Fees – Estimated or paid

## 1.7. EDS FREQUENTLY ASKED QUESTIONS

### **Q: Where do I file?**

A: The web link for the Online EDS is <https://webapps.cityofchicago.org/EDSWeb>

### **Q: How do I get help?**

A: If there is a question mark on a page or next to a field, click on the question mark for help filling out the page or field. You may also consult the User Manual and the Training Videos available on the left menu.

### **Q: Why do I have to submit an EDS?**

A: The Economic Disclosure Statement (EDS) is required of applicants making an application to the City for action requiring City Council, City department or other City agency approval. For example, all bidders seeking a City contract are required to submit an EDS. Through the EDS, applicants make disclosures required by State law and City ordinances and certify compliance with various laws and ordinances. An EDS is also required of certain parties related to the applicant, such as owners and controlling parties.

### **Q: Who is the Applicant?**

A: "Applicant" means any entity or person making an application to the City for action requiring City Council or other City agency approval. The applicant does not include owners and parent companies.

**Q: Who is the Disclosing Party?**

A: "Disclosing Party" means any entity or person submitting an EDS. This includes owners and parent companies.

**Q: What is an entity or legal entity?**

A: "Entity" or "Legal Entity" means a legal entity (for example, a corporation, partnership, joint venture, limited liability company or trust).

**Q: What is a person for purposes of the EDS?**

A: "Person" means a human being.

**Q: Who must submit an EDS?**

A. An EDS must be submitted in any of the following three circumstances:

<b>Applicants:</b>	An Applicant must always file this EDS. If the Applicant is a legal entity, state the full name of that legal entity. If the Applicant is a person acting on his/her own behalf, state his/her name.
<b>Entities holding an interest:</b>	Whenever a legal entity has a beneficial interest (E. G. direct or indirect ownership) of more than 7.5% in the Applicant, each such legal entity must file an EDS on its own behalf.
<b>Controlling entities:</b>	Whenever a Disclosing Party is a general partnership, limited partnership, limited liability company, limited liability partnership or joint venture that has a general partner, managing member, manager or other entity that can control the day-to-day management of the Disclosing Party, that entity must also file an EDS on its own behalf. Each entity with a beneficial interest of more than 7.5% in the controlling entity must also file an EDS on its own behalf.

**Q: What information is needed to submit an EDS?**

A: The information contained in the Preparation Checklist for EDS submission.

**Q: I don't have a user ID & password. Can I still submit an Online EDS?**

A: No. You must register and create a user ID and password before submitting an Online EDS.

**Q: What information is needed to request a user ID & password for Online EDS?**

A: The information contained in the Preparation Checklist for Registration is needed to request a login for the Online EDS.

**Q: I already have a username and password from another City web site (City Web Portal, Department of Construction and Permits, Department of Consumer Services, etc.). Can I log-in the Online EDS with that account?**

A: Usually not. The Online EDS uses a user ID and password system that is shared by the Public Vehicle Advertising and Water Payment web sites. You may use a username and password from those sites by answering "Yes" to "Is this an existing City of Chicago user ID?" when registering. Other usernames and passwords will not be automatically recognized. However, you may choose to create an identical username for the Online EDS if it is not already taken.

**Q: I don't have an email address. How do I submit an Online EDS?**

A: You cannot get an account to submit an online EDS without an email address. If you need an e-mail address, we suggest that you use a free internet email provider such as [www.hotmail.com](http://www.hotmail.com) or [www.yahoo.com](http://www.yahoo.com) or [mail.google.com](http://mail.google.com) to open an account. The City does not endorse any particular free internet email provider. Public computers are available at all Chicago Public Library branches.

**Q: I forgot my user ID. Can I register again?**

A: No. If you are the EDS Captain of your organization, please contact the Department of Procurement Services at 312-744-4900. If you are an EDS team member, contact your EDS Captain, who can look up your user ID.

**Q: Who is the EDS Captain?**

A: The EDS Captain is a person who performs certain administrative functions for an organization which files an EDS. Each organization registered with the Online EDS has at least one EDS Captain. There may be co-captains, who are all equal. EDS Captains approve new users, change contact information for an organization, and de-active accounts of employees who have left the organization. Please see the User Manual for more information.

**Q: Why do we need EDS Captains?**

A: The Online EDS is designed to be a self-service web application which allows those doing or seeking to do business with the City to perform as many routine functions as possible without City intervention. Because many organizations have multiple staff filing an EDS, the EDS Captain role allows those organizations to self-manage the contact information and users.

**Q: Who is the EDS team?**

A: The EDS team for an organization is everyone who is registered to file an EDS on behalf of the organization.

**Q: I forgot my password. What should I do?**

A: To retrieve a temporary password, click the "Forgot your password?" link on the login page. Enter your user ID that you provided when you registered your account. The system will automatically generate a temporary password and send it to you. When you log-in with your temporary password, you will be asked to create a new password.

**Q: How do I complete an Online EDS?**

A: Click on "Create New" after logging in. The Online EDS system will walk you through the EDS questions. Please see the User Manual for details.

**Q: How do I fill out a Disclosure of Retained Parties?**

A: There is no longer a separate Disclosure of Retained Parties filing. After logging in, click on "Create New". Answer (click) "Contract" to "Is this EDS for a contract or an EDS information update?" Click "Fill out EDS", and click on the "Retained Parties" tab. When finished, click on "Ready to Submit."

**Q: How do I attach documents?**

A: Attachments are discouraged. If at all possible, please provide a concise explanation in the space provided in the online form. Attachments with pages of officers are not acceptable. Names of officers must be typed into the system. If you must provide an attachment for another reason, please send it to your City of Chicago contact (contract administrator or negotiator for procurements) and they will attach it for you. Documents can be sent in PDF (preferred), Word, or paper format.

**Q: Who can complete an Economic Disclosure Statement online?**

A: Any authorized representative of your business with a user ID and password can complete your EDS online. One person, such as an assistant, can fill in the information and save it, and another person can review and electronically sign the Online EDS.

**Q: What are the benefits of filing my Economic Disclosure statement electronically?**

A: Filing electronically reduces the chance of filing an incomplete EDS and speeds up the processing of contract awards. A certificate of filing can be printed at the completion of the process and inserted into your bid package. The biggest benefit for those who frequently do business with the City is that after the first EDS, each EDS is much easier to fill out because non-contract specific information is pre-filled from the last submitted EDS.

**Q: Will my information be secure?**

A: Yes. When making your internet connection to our Web Server, you will connect through a Secure Socket Layer (SSL for short) to the "Online EDS" login page. All information you type will be protected using strong encryption. Within the login page, you will provide us with a user ID, password, and secret question for user authentication. Only you will have knowledge of this unique identification information.

**Q: I am filing electronically. How do I sign my EDS?**

A: Once you have completed the EDS, you will be prompted to enter your password and answer to your secret question. Together, these will serve as your electronic signature. Although you will also print and physically sign an EDS certification of filing as a notice that your EDS was filed, your EDS is complete as a legal document with only the electronic filing.

**Q: My address has changed. How can I update my information?**

A: You must be an EDS Captain for your organization to update this. Log-in and click on "Vendor Admin, Site Administration." Select the appropriate site and click edit.

**Q: I have more questions. How can I contact the Department of Procurement Services?**

A: Please contact the contract administrator or negotiator assigned to your solicitation or contract. You may call DPS at 312-744-4900 between 8:30 AM and 5:00 PM Central Time.

**Q: Can I save a partially complete EDS?**

A: Yes. Click "Save". To avoid data loss, we recommend you save your work periodically while filling out your EDS.

**Q: Do I have to re-type my information each time I submit an EDS?**

A: No. The system will remember non-contract specific information from your last submitted EDS for one year. This information will be filled-in for you in your new EDS. You will have an opportunity to correct it if it has changed since your last filing. When you submit your new EDS, the information is saved and the one-year clock begins running anew.

**Q: What are the system requirements to use the Online EDS?**

A: The following are minimum requirements to use the Online EDS:

- A PDF viewer such as Adobe Reader is installed and your web browser is configured to display PDFs automatically. You may download and install Adobe Reader free at [www.adobe.com/products/reader/](http://www.adobe.com/products/reader/)
- Your web browser is set to permit running of JavaScript.
- Your web browser allows cookies to be set for this site. Please note that while we use cookies in the Online EDS, we do not use them to track personally

identifiable information, so your privacy is maintained.

- Your monitor resolution is set to a minimum of 1024 x 768.
- While not required to submit an EDS, if you wish to view the training videos, you must have Adobe Flash Plugin version 9 or higher, speakers, and sound. Please note that very old computers may not be able to run Adobe Flash and will not be able to play the training videos. In that case, we encourage you to seek help using the Online EDS Manuals. You may download and install Adobe Flash Plugin free at <http://get.adobe.com/flashplayer>

The Online EDS has been tested on Internet Explorer 6.0 and 7.0 and Firefox 2.0 and 3.0 on Windows XP and Mac OS X. Although it should work on other browsers and operating systems, the City of Chicago cannot guarantee compatibility.

**ATTACHMENT A**

**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. **849980** containing a full set of RFQ Documents, including, Addenda Numbers (none unless indicated here) \_\_\_\_\_, and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFQ Documents, regardless of whether a complete set thereof is attached to this response.

Under penalty of perjury, the undersigned: (1) warrants that he/she was authorized to submit an EDS on behalf of the Disclosing Party on-line, (2) warrants that all certifications and statements contained in the EDS are true, accurate and complete as of the date the EDS was submitted on-line, and (3) further warrants that, as of the date of submission of this response, there have been no changes in circumstances since the date that the EDS was submitted that would render any certification in the EDS false, inaccurate or incomplete.

Further, the undersigned being duly sworn deposes and says on oath that no disclosures of ownership interests have been withheld and the information provided therein to the best of its knowledge is current and the undersigned has not entered into any agreement with any other respondent or prospective respondent or with any other person, firm or corporation relating to the price named in this proposal or any other proposal, nor any agreement or arrangement under which any act or omission in restraining of free competition among respondents and has not disclosed to any person, firm or corporation the terms of this proposal or the price named herein.

COMPANY NAME: \_\_\_\_\_  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: \_\_\_\_\_

TITLE OF SIGNATORY: \_\_\_\_\_  
(Print or Type)

BUSINESS ADDRESS: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_ (Affix Corporate Seal)

County of \_\_\_\_\_

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ as President (or other authorized officer) and \_\_\_\_\_ as Secretary of \_\_\_\_\_ (Company Name)Notary

Public Signature: \_\_\_\_\_ (Seal)

EXHIBIT 4

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

## PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Department of Transportation  
Professional Design Engineering Services  
Riverwalk South Branch of the Chicago River  
(Lake Street to Ping Tom Park)

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

### **A. INSURANCE REQUIRED**

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide a service under this Agreement and Employers Liability coverage with limits of not less than \$1,000,000 each accident; \$1,000,000 disease-policy limit; and \$1,000,000 disease each employee, or the full per occurrence limits of the policy, whichever is greater. Coverage shall include but not be limited to: other state endorsement, alternate employer and voluntary compensation endorsement; United States Long Shore and Harbor Workers and Jones Act, when applicable.

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3) Automobile Liability (Primary and Umbrella)

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

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

4) Excess/Umbrella

Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$2,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Professional Liability

When any architects, engineers, or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$5,000,000 Coverage must include but not be limited to pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of Two (2) years..

6) Railroad Protective Liability

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

A certified copy of the Railroad Protective policy is to be submitted to:

Chicago Transit Authority (CTA); ATTN: Manager of Benefits Compliance, 567 West Lake Street, 3<sup>rd</sup> Floor, Chicago, IL 60601.

METRA, ATTN: Risk Management, 547 West Jackson Blvd, Chicago, IL 60661.

An Insurance binder will be accepted until such time the policy is submitted.

7) Marine Protection & Indemnity

When Consultant undertakes any marine operation in connection with this Agreement, Consultant must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000 Coverage must include but not be limited to: property damage and bodily injury to third parties, injuries to crew members if not provided through other insurance; damage to wharves, piers and other structures, and collision. The City of Chicago is to be named as an additional insured.

## **B. Additional Requirements**

Evidence of Insurance. Consultant must furnish the City, Chicago Department of Procurement Services, 121 N. LaSalle Street, Room 806, Chicago, IL 60602, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement

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

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

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

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

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

Consultants Insurance Primary. All insurance required of Consultant under this Agreement shall be endorsed to state that Consultant's insurance policy is primary and not contributory with any insurance carrier by the City.

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

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

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

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

Joint Venture or Limited Liability Company. If Consultant is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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

Insurance required of Subcontractors. Consultant shall name the Subcontractor(s) as a named insured(s) under Consultant's insurance or Consultant will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance and Professional Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Consultant. Consultant shall determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Consultant

is responsible for ensuring that each Subcontractor has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Consultant is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Consultant's liability or responsibility.

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

**EXHIBIT 5:**

**OUTLINE OF FULL-TIME PERSONNEL, EXPERIENCE AND AVAILABILITY**

**Key Team Personnel Proposed:**

<b>PROPOSED ROLE</b>	<b>NAME OF INDIVIDUAL/ FIRM</b>	<b>REFERENCED PAST PROJECTS (AND ROLE)</b>	<b>LOCAL (L) OR NON-LOCAL (NL) AT PRESENT</b>	<b>DATE (MO/YR) AVAILABLE FULL-TIME</b>
Other				

**EXHIBIT 5 (continued)**

**Firm Proposing as Prime Consultant:**

	<b>REFERENCED PREVIOUS PROJECTS OF SIZE SIMILAR TO PROPOSED PROJECT(S)</b>	<b>REFERENCED PREVIOUS PROJECTS WITH CDOT OR IDOT AS CLIENT</b>
<b>FIRM'S NUMBER OF LOCAL ENGINEERS (i.e. presently located within Chicago commuting area)</b>		
<b>FIRM'S NUMBER OF NON-LOCAL ENGINEERS</b>		

**Sub-consultants and MBE/WBE Commitment:**

<b>NAME OF PROPOSED SUBCONSULTANT FIRM</b>	<b>PROPOSED ROLE IN PROJECT(S)</b>	<b>MBE/WBE</b>	<b>EXPECTED PARTICIPATION ON THIS PROJECT</b>

EXHIBIT 6

PROFESSIONAL SERVICES AGREEMENT

Spec. No.: \_\_\_\_\_  
P.O. No.: \_\_\_\_\_  
Vendor No.: \_\_\_\_\_  
*City-Funded*

**PROFESSIONAL SERVICES AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO**

**DEPARTMENT OF \_\_\_\_\_**

**AND**



---

**LORI LIGHTFOOT  
MAYOR**

**Shannon E. Andrews  
Chief Procurement Officer**

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**ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ 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 \_\_\_\_\_ ("City"), at Chicago, Illinois.

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: Sexual Harassment Policy Affidavit (MCC 2-92-612)

## **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.

**"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 whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

**"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:

- If funded by the Federal government or State of Illinois, terms required by the Federal Government or State of Illinois, as applicable, whether set out in this document, in a Task Order Request (if applicable), or otherwise.
- Standard provisions and form provisions relating to this procurement type
- Scope of Work and Detailed Specifications
- Task Order (if applicable)
- All other parts of this Contract.

Provided, however, in the event of an inconsistency between terms set out among different component parts of the Contract, or terms set out within a Contract part, notwithstanding the order of precedence noted above, the term that is most favorable to the City controls, unless expressly stated otherwise.

#### **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. Further, substitution of a previously approved Subcontractor without the prior written consent of the CPO is not permitted. 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)

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. Removal and substitution must be in compliance with any applicable requirements of the MBE/WBE or DBE program.

All subcontracts and all approvals of Subcontractors are, regardless of their form, considered conditioned upon performance by the Subcontractor in accordance with the terms and conditions of this Contract. Upon request of the City, Contractor must promptly provide a copy of its agreement(s) with its subcontractor(s). All subcontracts must contain provisions that require the subcontracted activity be performed in strict accordance with the requirements of this Contract, provide that the Subcontractors are subject to all the terms of this Contract, and are subject to the approval of the CPO. If the subcontract agreements do not prejudice any of the City's rights under this Contract, such agreements may contain different provisions than are provided in this Contract

with respect to extensions of schedule, time of completion, payments, guarantees and matters not affecting the quality of the activity to be performed.

**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.

Provided the Subcontractor's performance has met the terms of the Contract Documents, and that Subcontractor has submitted its request for payment to the Contractor with such documentation as is reasonably necessary to substantiate such performance, the Contractor shall bill the City for such performance when the Contractor is first authorized under the payment schedule of the Contract to submit an invoice to the City for such performance. Contractor may only invoice the City at the rates contained in the Contract Documents.

##### **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. Certification of Compliance with Laws**

By entering into this Contract with the City, Contractor certifies to the best of its knowledge and belief that it, its principals and any subcontractors used in the performance of this contract, meet City requirements and have not violated any City or sister agency policy, codes, state, federal, or local laws, rules or regulations and have not been subject to any debarment, suspension or other disciplinary action by any government agency. Additionally, if at any time the contractor becomes aware of such information, it must immediately disclose it to the City.

#### **3.3.3. 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.

### **3.3.4. 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:

#### **3.3.4.1. 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).

#### **3.3.4.2. 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).

**3.3.4.3. 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.

**3.3.4.4. 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.

**3.3.4.5. 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.

**3.3.4.6. Incorporation of Provisions**

The contractor will include the provisions of above paragraphs 3.3.4.1, "Compliance With Regulations" through 3.3.4.6 "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.

**3.3.5. Other Non-Discrimination Requirements**

**3.3.5.1. Illinois Human Rights Act**

**3.3.5.1.1. Generally**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 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, 44 Ill. Admin. Code 750 Appendix A, and as further described below.

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.

**3.3.5.1.2. State of Illinois Duties of Public Contractors (44 Ill. Admin. Code 750 et seq.)**

Contractor shall comply with its obligations for public contractors under state law. These rules require that contractor examine all its job classifications to determine whether minorities or women are underutilized, and if underutilization exists in any job classification, the contractor must take appropriate affirmative action. 44 Ill. Admin. Code 750.110. Underutilization means "having fewer minority/female workers in a particular job classification than would reasonably be expected by their availability. 44 Ill. Admin. Code 750.120.

When required by the state rules, contractors shall develop and implement written affirmative action plans to overcome underutilization of minorities and/or women, including, at minimum, a description of the contractor's workforce analysis and goals and timetables for recruitment efforts, per 44 Ill. Admin. Code 750.130. Contractors shall also state in all solicitations that all applicants be afforded equal employment opportunity without discrimination ("because of race, color, religion, sex, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status, order of protection status or unfavorable discharge from military service," 44 Ill. Admin. Code 750.150), and advise in writing their personnel, referral sources, and labor organizations of the contractor's obligations under state law and any affirmative action plan.

**3.3.5.1.3. State of Illinois Equal Employment Opportunity Clause**

In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause or the Illinois Human Rights Act, the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Contractor agrees as follows:

- A) That Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- B) That, if Contractor hires additional employees in order to perform this contract or any portion of this contract, Contractor will determine the availability (in accordance with 44 Ill. Admin. Code Part 750) of minorities and women in the areas from which Contractor may reasonably recruit and Contractor will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- C) That, in all solicitations or advertisements for employees placed Contractor or on Contractor's behalf, Contractor will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- D) That Contractor will send to each labor organization or representative of workers with which Contractor has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750. If any labor organization or representative fails or refuses to cooperate with the Contractor in Contractor's efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois

Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

E) That Contractor will submit reports as required by 44 Ill. Admin. Code Part 750, furnish all relevant information as may from time to time be requested by the Illinois Department of Human Rights or the City, and in all respects comply with the Illinois Human Rights Act and 44 Ill. Admin. Code Part 750.

F) That Contractor will permit access to all relevant books, records, accounts and work sites by personnel of the City and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Illinois Department of Human Rights's Rules and Regulations.

G) That Contractor will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the City and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

#### **3.3.5.2. 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.

#### **3.3.5.3. City of Chicago Equal Employment Opportunity Goals MCC 2-92-390**

The City has established by ordinance equal employment opportunity goals for construction projects with an estimated contract value of \$100,000 or more. The City's yearly goals, as a percentage of construction aggregated work hours per category of worker, are as follows:

- A) 25% by minority journeyworkers and apprentices;
- B) 7% by women journey workers and apprentices;
- C) 40% by minority laborers; and
- D) 10% by women laborers.

The Contractor is encouraged to meet or exceed these goals. Contractor shall also comply with the State of Illinois equal employment opportunity requirements, as set forth above.

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

Pursuant to MCC 2-92-586, Contractor is strongly encouraged to subcontract with businesses certified as business enterprises owned or operated by people with disabilities ("BEPD") as defined in that section or MCC 2-92-337, and to use BEPD businesses as suppliers.

#### **3.3.6. Wages**

Contractor must pay the highest of (1) prevailing wage/Davis-Bacon rate, if applicable; (2) minimum wage specified by Mayoral Executive Order 2014-1; "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.

##### **3.3.6.1. 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 rules or regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2019 is **\$14.10 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, 2015, 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, 2015, and on or before every June 1 thereafter, the City shall make available to City Contractors 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.

### **3.3.6.2. 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 rules and/or 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, 2018 the Base Wage is \$12.88. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2018, 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.

#### **3.3.6.3. Chicago Paid Sick Leave Ordinance**

The Paid Sick Leave Ordinance, codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

#### **3.3.6.4. 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.

#### **3.3.7. 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:

**3.3.7.1. 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.

**3.3.7.2. 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; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

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.

**3.3.7.3. 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.

**3.3.7.4. 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.

**3.3.7.5. 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.

**3.3.8. Restrictions on Business Dealings**

**3.3.8.1. Prohibited Interests in City Contracts**

No member of the governing body of the City or other unit of government and no other officer, employee or agent of the City or other unit of government who exercises any functions or responsibilities in connection with the work or services to which this Contract pertains is permitted to have any personal interest, direct or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City or City employee is allowed to be admitted to any share or part of this Contract or to any financial benefit to arise from it.

**3.3.8.2. Conflicts of Interest**

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract 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 the performance of the Contract no person having any such interest will be employed, either by Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

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, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

If Contractor or any subcontractors become aware of a conflict, they must immediately stop work on the activity causing the conflict and notify the City.

If Contractor or any subcontractors ("Contracting Parties") assist the City in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals, bid specifications for a project, or other procurement solicitation document, the Contracting Parties must not participate, directly or indirectly, as a prime, subcontractor, subconsultant or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Contract or afterwards. The Contracting Parties may, however, assist the City in reviewing the proposals or bids for the project if none of the Contracting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

### **3.3.8.3. 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.

### **3.3.9. 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.

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

#### **3.3.10.1. 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.

#### **3.3.10.2. 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.

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, 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).

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.

**3.3.10.3. City 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.

**3.3.10.4. 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 in any investigation or hearing, if applicable, undertaken pursuant to MCC Ch. 2-56. Contractor understands and will abide by all provisions of MCC Ch. 2-56.

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

**3.3.10.5. 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).

**3.3.10.6. Electronic Mail Communication**

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

**3.3.10.7. 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.

**3.3.10.8. 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.

**3.3.10.9. Participation By Other Local Government Agencies**

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: 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 shall 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.

**3.3.10.10. Policy Prohibiting Sexual Harassment (MCC 2-92-612)**

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

"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 cost is to be paid from funds belonging to or administered by the city.

“Contractor” means the person to whom a contract is awarded.

“Sexual harassment” means any unwelcome sexual advances or requests for sexual favors or conduct of a sexual nature when (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or (ii) submission to or rejection of such conduct by an individual is used as the basis for any employment decision affecting the individual; or (iii) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

“Subcontractor” means any person that enters into a contract with a contractor to perform work on a contract.

Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a written policy prohibiting sexual harassment that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment; and (iii) the legal recourse available for victims of sexual harassment. Contractor's affidavit is attached hereto in the Exhibit titled “Sexual Harassment Policy Affidavit”.

Contractor's failure to have a written policy prohibiting sexual harassment as provided above shall constitute an event of default. In the event of default, the Chief Procurement Officer shall notify Contractor of such noncompliance and may, as appropriate: (i) issue Contractor an opportunity to cure consistent with the default provisions in this Agreement; (ii) terminate the contract; or (iii) take any other action consistent with the default provisions in the contract. This section shall not be construed to prohibit the City from prosecuting any person who knowingly makes a false statement of material fact to the city pursuant to Chapter 1-21 of this Code, or from availing itself of any other remedies under contract or law.

### **3.3.10.11. Policy on Non-Disclosure of Salary History (MCC 2-92-385)**

This section applies if this Contract was advertised on or after August 25, 2018.

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

“Contract” means any Agreement or transaction pursuant to which a contractor (i) receives City funds in consideration for services, work or goods provided or rendered, including contracts for legal or other professional services, or (ii) pays the City money in consideration for a license, grant or concession allowing it to conduct a business on City premises, and includes any contracts not awarded or processed by the Department of Procurement Services.

“Contractor” means the person to whom a contract is awarded.

As a condition of contract award, Contractor shall, as prescribed by the Chief Procurement Officer, attest by affidavit that Contractor has a policy that conforms to the following requirements:

- (1) Contractor shall not screen job applicants based on their wage or salary history, including by requiring that an applicant's prior wages, including benefits or other compensation, satisfy minimum or maximum criteria; or by requesting or requiring an applicant to disclose prior wages or salary, either (i) as a condition of being interviewed, (ii) as a condition of continuing to be considered for an offer of employment, (iii) as a condition of an offer of employment or an offer of compensation, or (iv) as a condition of employment; and
- (2) Contractor shall not seek an applicant's wage or salary history, including benefits or other compensation, from any current or former employer.

Contractor's affidavit is included in Appendix C to Contractor's Economic Disclosure Statement.

If Contractor violates the above requirements, Contractor may be deemed ineligible to contract with the City; any contract, extension, or renewal thereof awarded in violation of the above requirements may be voidable at the option of the City. Provided, however, that upon a finding of a violation by Contractor, no contract shall be voided, terminated, or revoked without consideration by the Chief Procurement Officer of such action's impact on the Contractor's MBE or WBE subcontractors.

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

#### **3.3.11.1. 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 Occupational Safety and Health Act, 820 ILCS 219/1, *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.

#### **3.3.11.2. 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.

#### **3.3.11.3. Compliance With Environmental Laws**

As part of or in addition to its obligation to observe and comply with all applicable laws, Contractor must observe and comply with all applicable Environmental Laws and ensure that all Subcontractors observe and comply with all applicable 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.

**3.3.11.4. 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. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

**3.3.11.5. 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.

**3.3.11.6. 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 24 hours of making, submitting or filing the original report.

Additionally, to the extent not already achieved by Contractor's compliance with this paragraph 3.3.10.6 and paragraph 3.3.10.8, Contractor must notify the Commissioner of the Department, within 24 hours of learning of any of the following:

- (i) any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract;

(ii) any notice of any kind received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor, from an Environmental Agency or any other person, of or relating to any release, suspected release, or threatened release of any waste or other material relating to the work performed under the Contract.

This notification must be in writing, must be submitted by a fast method such as email, and must include, to the best of Contractor's knowledge at the time of submittal: the types and amounts of the waste or other material at issue; the location; the cause and any contributing factors; all actions taken, being taken, and intended to be taken by Contractor and any Subcontractors; and a copy of any notice received by Contractor, any Subcontractor, or any employee or agent of Contractor or any Subcontractor. Contractor must also provide written updates to the Commissioner by email or other method as indicated by the Commissioner whenever Contractor becomes aware of information that is different from or additional to the information provided in the initial notification.

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.

**3.3.11.7. 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.

**3.3.11.8. Environmental Claims and Related Matters**

Within 24 hours of receiving, or of any Subcontractor's 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.

**3.3.11.9. 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.

**3.3.11.10. 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 "Rules 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 – SINGLE PROJECT**

##### **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 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.

#### **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 2.3 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 \_\_\_\_\_.

More specifically, the Services that Consultant 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**

Key Personnel are (or are listed in) \_\_\_\_\_.

### **5.3. Term of Performance**

This Contract takes effect as of the Effective Date and continues for \_\_\_\_\_ 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 two additional \_\_\_\_\_-month terms or a single additional \_\_\_\_\_-month term beyond the \_\_\_\_\_-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 Consultant 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. After notification, the Contract will be amended to reflect the term extension.

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.

### **5.5.3. Submission of Invoices**

Invoices must be sent to: \_\_\_\_\_, or as otherwise required by the Department.

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. 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 Bid Page(s).

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.

**5.5.5. 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 \_\_\_\_\_. Payments under this Agreement must not exceed \$\_\_\_\_\_ 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**  
**Shannon E. Andrews, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284

**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
25%	6%

(See Form "Bidders Commitment to Utilize MBE and WBE Firms on No Stated Goals Contract" for Contract Specific Goals in the case of a contract subject to a bid preference pursuant to MCC 2-92-525.)

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 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 an MBE or a WBE, but not both to demonstrate compliance with the Contract Specific Goals.

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 MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5% additional credit, for every 1% of the value of a contract self-performed by MBEs or WBEs, or combination thereof, that have entered into a mentoring agreement with the contractor or subcontractor-to-subcontractor mentoring agreement. 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.*

**"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. In the case of a contract subject to the bid incentive set forth in MCC 2-92-525, "Contract Specific Goals" means the utilization percentage for MBEs or WBEs to which contractor committed with its bid.

**"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"** means 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 considered in a Good Faith Efforts determination 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 ("Mentoring Agreement") or an agreement between a prime's subcontractor and MBE or WBE subcontractor ("Subcontractor-to-Subcontractor Mentoring Agreement"), 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. Except as provided in MCC 2-92-525(b)(2), 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, except as provided in MCC 2-92-525(b)(2).
- 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 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 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; and
      - not imposing any limiting conditions which were not mandatory for all subcontractors; and

- 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; and
- documented efforts or actual commitment to the indirect participation of MBE/WBE firms.

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.

In the case of a bid utilizing the "Bid Incentive to Encourage MBE and WBE Utilization" pursuant to MCC 2-92-525(b)(2), failure to submit an MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goal to which the bidder has committed will not result in rejection of the bid, but the bidder may be found ineligible for the bid incentive.

Except as provided in MCC 2-92-525(b)(2), 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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; 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.

In the case of a in the case of a contract for which a bid incentive under MCC 2-92-525 was taken into consideration in the award, any contractor that has failed to retain the percentage of MBE or WBE subcontractor committed to in order for the bid incentive to be allocated will be fined an amount equal to three times the amount of the bid incentive allocated, unless the contractor can demonstrate that due to circumstances beyond the contractor's control, the contractor for good cause was unable to retain the percentage of MBE or WBE subcontractors throughout the duration of the contract period.

#### **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 arbitative 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 (Rev. Apr. 2018)**

1.

2. 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.

*\*Prime Contractors should contact with subcontracting opportunities to connect certified firms.*

<p><b>51<sup>st</sup> Street Business Association *</b>          220 E. 51<sup>st</sup> Street          Chicago, IL 60615          Phone: 773-285-3401          Fax: 773-285-3407          Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a>          Web: <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>African American Contractors Association - AACA</b>          P.O. Box #19670          Chicago, IL 60619          Phone: 312-915-5960          Email: <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a>          Web: <a href="http://www.aacanatl.org">www.aacanatl.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Angel of God Resource Center, Inc.</b>          14527 S. Halsted          Chicago, IL 60827          Phone: 708-392-9323          Fax: 708-880-0121          Email: <a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a>;  <a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a>          Web: <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>Association of Asian Construction Enterprises *</b>          5677 W. Howard          Niles, IL 60714          Phone: 847-673-7377          Fax: 847-673-2358          Email: <a href="mailto:nakmancorp@aol.com">nakmancorp@aol.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Austin African American Business Networking Assoc.</b>          5820 W. Chicago Ave.,          Chicago, IL 60651          Phone: 773-626-4497          Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a>          Web: <a href="http://www.aaabna.org">www.aaabna.org</a>          Maintains list of certified firms: No          Provides training for businesses: Yes</p>	<p><b>Black Contractors United *</b>          12000 S. Marshfield Ave.          Calumet Park, IL 60827          Phone: 708-389-5730          Fax: 708-389-5735          Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a>          Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>
<p><b>Business Leadership Council *</b>          230 W. Monroe Street, Ste 2650          Chicago, IL 60606          Phone: 312-628-7844          Fax: 312-628-7843          Email: <a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a>          Web: <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>	<p><b>LGBT Chamber of Commerce of Illinois *</b>          3179 N. Clark St., 2nd Floor          Chicago, IL 60657          Phone: 773-303-0167          Fax: 773-303-0168          Email: <a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a>          Web: <a href="http://www.lgbtcc.com">www.lgbtcc.com</a>          Maintains list of certified firms: Yes          Provides training for businesses: Yes</p>

<p><b>Chatham Business Association Small Business Dev. *</b>        800 E. 78<sup>th</sup> Street        Chicago, IL 60619        Phone: 773-994-5006        Fax: 773-855-8905        Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a>        Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Chicago Minority Supplier Development Council Inc. *</b>        105 W. Adams, Suite 2300        Chicago, IL 60603-6233        Phone: 312-755-2550        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>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Chicago Urban League *</b>        4510 S. Michigan Ave.        Chicago, IL 60653        Phone: 773-624-8810        Fax: 773-451-3579        Email: <a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a>        Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b>        2444 W. 16<sup>th</sup> Street        Chicago, IL 60608        Phone: 312-942-1444        Jayne Vellinga, Executive Director        Email: <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a>        Web: <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b>        1507 E. 53<sup>rd</sup> Street, Suite 906        Chicago, IL. 60615        Phone: 312-436-0301        Email: <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a>        Web: <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce</b>        1633 S. Michigan Avenue        Chicago, IL. 60616        Phone: 312-971-9594        Fax: 312-341-9084        Email: <a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a>        Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b>        7447 S South Shore Drive, Unit 22B        Chicago, IL 60649        Phone: 773-356-7661        Email: <a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a>        Web: <a href="http://www.doforself.org">www.doforself.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b>        9923 S. Halsted Street, Suite D        Chicago, IL 60628        Phone: 773-941-4833        Fax: 773-941-5252        Email: <a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a>        Web: <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b>        216 W. Jackson Blvd. #625        Chicago, IL 60606        Phone: 312-360-1122        Fax: 312-750-1203        Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a>        Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Fresh Start Home Community Development Corp.</b>        5168 S. Michigan Avenue, 4N        Chicago, IL 60615        Phone: 312-632-0811        Fax: 855-270-4175        Email: <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a>        Web: <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>

<p><b>Greater Englewood Community Development Corp. *</b>        815 W. 63rd Street        Chicago, IL 60621        Phone: 773-651-2400        Fax: 773-651-2400        Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a>        Web: <a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Greater Pilsen Economic Development Assoc. *</b>        1801 S. Ashland        Chicago, IL 60608        Phone: 312-698-8898        Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a>        Web: <a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Greater Far South Halsted Chamber of Commerce *</b>        10615 S. Halsted Street        Chicago, IL 60628        Phone: 518-556-1641        Fax: 773-941-4019        Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a>        Web: <a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b>        2601 W. 63rd Street        Chicago, IL 60629        Phone: 773-362-3373        Fax: 773-471-8206        Email: <a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a>        Web: <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a>        Maintains list of certified firms: No        Provides training for businesses: Yes</p>
<p><b>Hispanic American Construction Industry Association (HACIA) *</b>        650 W. Lake St., Unit 415        Chicago, IL 60661        Phone: 312-575-0389        Fax: 312-575-0544        Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a>        Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>Illinois Hispanic Chamber of Commerce *</b>        222 Merchandise Mart Plaza, Suite 1212 c/o 1871        Chicago, IL 60654        Phone: 312-425-9500        Email: <a href="mailto:aalcantar@ihccbbusiness.net">aalcantar@ihccbbusiness.net</a>        Web: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Illinois State Black Chamber of Commerce *</b>        411 Hamilton Blvd., Suite 1404        Peoria, Illinois 61602        Phone: 309-740-4430 / 773-294-8038        Fax: 309-672-1379        Email: <a href="mailto:LarryIvory@IllinoisBlackChamber.org">LarryIvory@IllinoisBlackChamber.org</a>;  <a href="mailto:vgilb66709@yahoo.com">vgilb66709@yahoo.com</a>  <a href="http://www.illinoisblackchamberofcommerce.org">www.illinoisblackchamberofcommerce.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>JLM Business Development Center *</b>        2622 W. Jackson Boulevard        Chicago, IL 60612        Phone: 773-826-3295        Fax: 773-359-4021        Email: <a href="mailto:jlmbizcenter@gmail.com">jlmbizcenter@gmail.com</a>        Web: <a href="http://www.jlmcenter.org">www.jlmcenter.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>
<p><b>Latin American Chamber of Commerce *</b>        3512 W. Fullerton Avenue        Chicago, IL 60647        Phone: 773-252-5211        Fax: 773-252-7065        Email: <a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a>        Web: <a href="http://www.LACCUSA.com">www.LACCUSA.com</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>	<p><b>National Association of Women Business Owners *</b>        500 Davis Street, Ste 812        Evanston, IL 60201        Phone: 773-410-2484        Fax: 847-328-2018        Email: <a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a>        Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a>        Maintains list of certified firms: Yes        Provides training for businesses: Yes</p>

<p><b>National Black Wall Street *</b>                  4655 S. King Drive, Suite 203                  Chicago, IL 60653                  Phone: 773-268-6900                  Fax: 773-392-0165                  Email: <a href="mailto:markallen2800@aol.com">markallen2800@aol.com</a>                  Web: <a href="http://www.nationalblackwallstreetchicago.org">www.nationalblackwallstreetchicago.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>National Organization of Minority Engineers (NOME) *</b>                  33 W. Monroe, Suite 1540                  Chicago, IL 60603                  Phone: 312-960-1239                  Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a>                  Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>
<p><b>Neighborhood Development Services, NFP *</b>                  10416 South Maryland Avenue                  Chicago, IL 60628                  Phone: 773-413-9348                  Fax: 773-371-0032                  Email: <a href="mailto:neighborhooddevservices@gmail.com">neighborhooddevservices@gmail.com</a>                  Web: <a href="http://www.ndsnfp.org">www.ndsnfp.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>Rainbow/PUSH Coalition *</b>                  930 E. 50<sup>th</sup> Street                  Chicago, IL 60615                  Phone: 773-256-2768                  Fax: 773-373-4103                  Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a>                  Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: No</p>
<p><b>Real Men Charities, Inc.</b>                  2423 E. 75<sup>th</sup> Street                  Chicago, IL 60649                  Phone: 773-425-4113                  Email: <a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a>                  Web: <a href="http://www.realmencook.com">www.realmencook.com</a>                  Maintains list of certified firms: No                  Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center</b>                  7415 E. End, Suite 120                  Chicago, IL 60649                  Phone: 773-406-1069                  Fax: 866-873-2494                  Email: <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a>                  Web: <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>
<p><b>South Shore Chamber, Inc. *</b>                  1750 E. 71<sup>st</sup> Street                  Chicago, IL 60649-2000                  Phone: 773-955- 9508                  Tonya Trice, Executive Director                  Email: <a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a>                  Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>	<p><b>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</b>                  4550 S. Wabash Avenue                  Chicago, IL 60653                  Phone: 773-538-5120                  Fax: 773-538-5125                  Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a>                  Web: <a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a>                  Maintains list of certified firms: No                  Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b>                  1547 South Wolf Road                  Hillside, Illinois 60162                  Phone: 773-315-9720                  Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a>                  Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a>                  Maintains list of certified firms: No                  Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b>                  1250 Grove Ave. Suite 200                  Barrington, IL 60010                  Phone: 847-708-1597                  Fax: 847-382-1787                  Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a>                  Web: <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a>                  Maintains list of certified firms: Yes                  Provides training for businesses: Yes</p>

<p><b>Women's Business Development Center *</b> 8 S. Michigan Ave., 4th Floor 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> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Urban Broadcast Media, Inc.</b> 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: <a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a> Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a> Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>Your Community Consultants Foundation</b> 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>

**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.:** {Specification Number}  
**Project Description:** {PROJECT DESCRIPTION}

(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:

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

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

\_\_\_\_\_  
Name of Company Representative at Address/Phone

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:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

F. Negotiating and signing labor agreements:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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?  
\_\_\_\_\_

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

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?  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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)**

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:

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

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.

**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.**

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in the undersigned. Provide names of such individuals and their respective ownership percentages, or indicate "none." Attach additional sheets if necessary: \_\_\_\_\_

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 0.5 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 is required to demonstrate Good Faith Efforts pursuant to the MBE/WBE Special Conditions in a request for a waiver or reduction of MBE/WBE goals. Indirect participation may be considered as part of such Good Faith Efforts in support of the requested waiver or reduction.

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)

One or more owners or principals of the Prime Contractor ( ) does / ( ) does not have an ownership interest in any MBE or WBE listed in this Schedule D. Provide names of such individuals and their respective ownership percentages, and identify the MBE/WBE firms in which such ownership is held, or indicate "none." Add additional sheets if necessary:

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

**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 provide and maintain for the life of this Contract and at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, the insurance coverage and requirements specified below, insuring all operations related to the Contract.

### **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 \$\_\_\_\_\_ 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 \$,\_\_\_\_\_ 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 \$\_\_\_\_\_ 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 \$2,000,000 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 \$\_\_\_\_\_ with the same terms herein.

#### **7.1.4. 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.

### **7.2. 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: <<click and type number>>  
Specification Number: <<click and type number>>  
Contractor (Vendor) Name: <<click and type name>>  
Total Amount (Value): <<click and type number>>  
Fund Chargeable: <<click and type number>>

**SIGNED at Chicago, Illinois:**

**CONTRACTOR:**  
<<click and type name>>

By: \_\_\_\_\_

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_

State of \_\_\_\_\_; County of \_\_\_\_\_

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_  
as President (or other authorized officer) and \_\_\_\_\_ as Secretary of  
\_\_\_\_\_ (name of party on behalf of whom instrument was executed).

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

**CITY OF CHICAGO**

By: \_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
Comptroller Date

\_\_\_\_\_  
Chief Procurement Officer Date

## **EXHIBITS**

**Exhibits follow this page. Remainder of page intentionally blank.**

**EXHIBIT 1: SCOPE OF WORK**

**EXHIBIT 2: COMPENSATION**

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**

Named Insured: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_ (Number and Street)  
 \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_\_ (ZIP)

Specification #: \_\_\_\_\_  
 RFP: \_\_\_\_\_  
 Project #: \_\_\_\_\_  
 Contract #: \_\_\_\_\_

Description of Operation/Location	
-----------------------------------	--

The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the City of Chicago. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least sixty (60) days prior written notice of such change to the City of Chicago at the address shown on this Certificate. This certificate is issued to the City of Chicago in consideration of the contract entered into with the named insured, and it is mutually understood that the City of Chicago relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____  General Aggregate \$ _____  Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker=s Compensation and Employer=s Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each insurance policy required by this agreement, excepting policies for worker=s compensation and professional liability, will read: AThe City of Chicago is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the City of Chicago.@
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the City.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the City of Chicago.
- d) The receipt of this certificate by the City does not constitute agreement by the City that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured City of Chicago Procurement Department 121 N. LaSalle St., #806 Chicago, IL 60602	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

**For City use only**

Name of City Department requesting certificate: (Using Dept.) \_\_\_\_\_ ZIP Code: \_\_\_\_\_ Attention: \_\_\_\_\_  
 Address: \_\_\_\_\_

**EXHIBIT 4: ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT(S)**

**EXHIBIT 5: MBE / WBE COMPLIANCE PLAN**

**EXHIBIT 6: SEXUAL HARASSMENT POLICY AFFIDAVIT (SECTION 2-92-612)**

The policy prohibiting sexual harassment as described in Section 2-92-612 of the Municipal Code of Chicago ("MCC") is applicable to contracts paid from funds belonging to or administered by the City.

Contract title: \_\_\_\_\_

Specification #: \_\_\_\_\_

In accordance with requirements set forth in Section 2-92-612 of the MCC, Contractor hereby attests that Contractor has a written policy prohibiting sexual harassment that includes, at a minimum, the following information:

- (i) the illegality of sexual harassment;
- (ii) the definition of sexual harassment; and
- (iii) the legal recourse available for victims of sexual harassment.

Contractor understands that it may be required to produce records to the CPO to verify the information provided.

Under penalty of perjury the person signing below: (1) warrants that he/she is authorized to execute this Affidavit on behalf of Contractor, and (2) warrants that all certifications and statements contained in this Affidavit are true, accurate, and complete as of the date of execution.

Name of Contractor: \_\_\_\_\_  
(Print or Type)

Signature of Authorized Officer: \_\_\_\_\_  
(Signature)

Title of Signatory: \_\_\_\_\_  
(Print or Type)

State of \_\_\_\_\_

County of \_\_\_\_\_

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date) by

\_\_\_\_\_ (name/s of person/s making statement).

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

**EXHIBIT 7 APPENDIX 1**

## APPENDIX 1 - REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSALS ePROCUREMENT

This is an eProcurement Request for Proposals/Request for Qualifications ("RFP"). Proposals/qualifications (referred to as "proposals" throughout this document) are to be submitted through the City's "iSupplier" system, the City's eProcurement computer system for electronic proposal and providing Contractors with access to contract, ordering and payment information for their City contracts. The following provisions apply to this RFP and supersede any conflicting provisions.

### 1. Obtaining the Proposal Documents

Suppliers are solely responsible for obtaining all RFP Documents, including Clarifications and Addenda. Documents may be downloaded from the Department of Procurement Services ("DPS") website at the following URL:

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

Click on "Current RFPs."

In order to receive notice of clarifications and addenda, Contractors must be registered for and log-in to iSupplier, search for the solicitation number, open the solicitation for review, and accept the disclaimer. This will sign Suppliers up for notifications.

RFP Document Holders are listed on the Bid & Bond Room Opportunity Take Out List. The Opportunity Take Out List is public information and is posted to the DPS web site at [www.cityofchicago.org/TOL](http://www.cityofchicago.org/TOL). To find Opportunity Take Out lists go to "Get Started Online" and search by the specification number.

### 2. Clarifications and Addenda

The City will send an email notification to suppliers who have indicated intent to respond to an RFP that an addendum or clarification has been issued. The Clarifications and Addenda incorporated into the electronic RFP document available at the following URL:

<https://www.cityofchicago.org/eProcurement>

Suppliers that have indicated interest in an RFP will receive email notification that an addendum or clarification has been issued. There may be multiple Clarifications and Addenda. Failure to obtain Clarifications and/or Addenda, for whatever cause, will not relieve a Contractor from the obligation to respond according to and comply with any changed or additional terms and conditions contained in the Clarifications and Addenda.

Electronic Acknowledgement of Clarifications and/or Addenda is mandatory to submit an electronic proposal. Any harm to the Suppliers resulting from failure to obtain all necessary documents, for whatever cause, will not be valid grounds for a protest against award(s) made under this RFP solicitation.

### 3. Questions Regarding the RFP Documents; Supplier Inquiry Deadline

All inquiries regarding the RFP Documents or procurement process may be directed to the Senior Procurement Specialist in iSupplier via online discussion.

**The Suppliers Inquiry Deadline is listed on the front cover of the RFP Documents under "Deadline for Questions."** Inquiries received after the Suppliers Inquiry Deadline will not be answered except at the discretion of the Chief Procurement Officer.

Suppliers may only rely on written answers in a Clarification or in an Addendum duly issued by the Chief Procurement Officer. Suppliers cannot rely on oral or informal responses; such answers will not be binding upon the City.

### 4. Completion of the RFP Documents

Each Supplier must complete all of the forms listed on the RFP Submittal Checklist in the Requirements section and scan and upload them as attachments to the electronic proposal submission. Supplier may not change any of the RFP Documents. Any changes made by a Supplier to the Proposal Documents may result in rejection of the Proposal, and will not be binding upon the City.

Suppliers must submit their pricing as an attachment in the iSupplier system to be reviewed by the evaluation committee for consideration.

#### **5. Date, Time, and Place**

Proposals are to be submitted electronically to the Department of Procurement on the date and prior to the time stated on the Cover Page of the RFP Documents, or any addendum issued by the City to change such Proposal Opening Date. No Proposal will be accepted after the Proposal Opening Date. The time of the receipt of the Proposal will be determined solely by the "Time of Quote" generated by the iSupplier system.

#### **6. Technical Assistance**

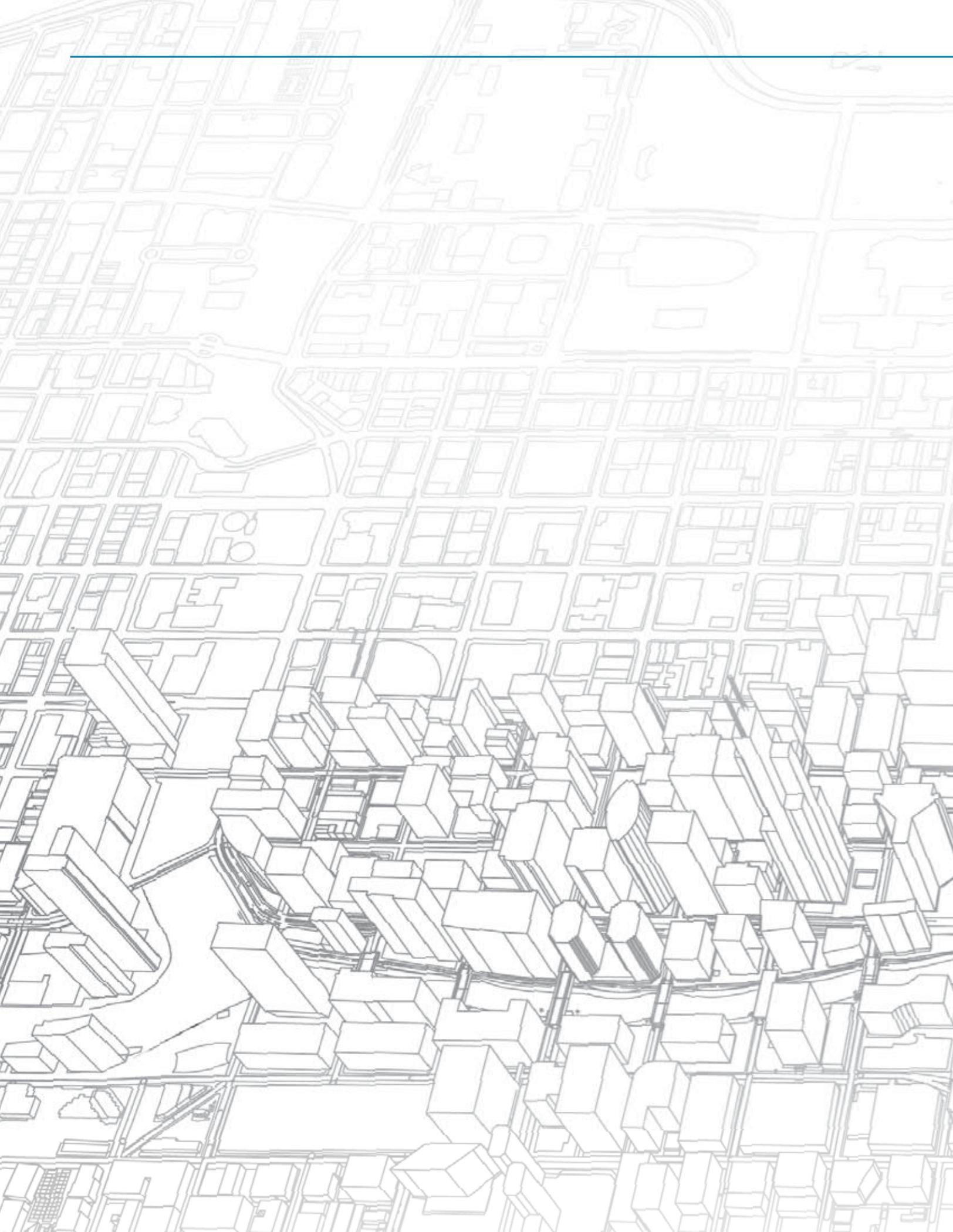
If you required technical assistance go to <https://www.cityofchicago.org/eProcurement> click the "Help" tab,

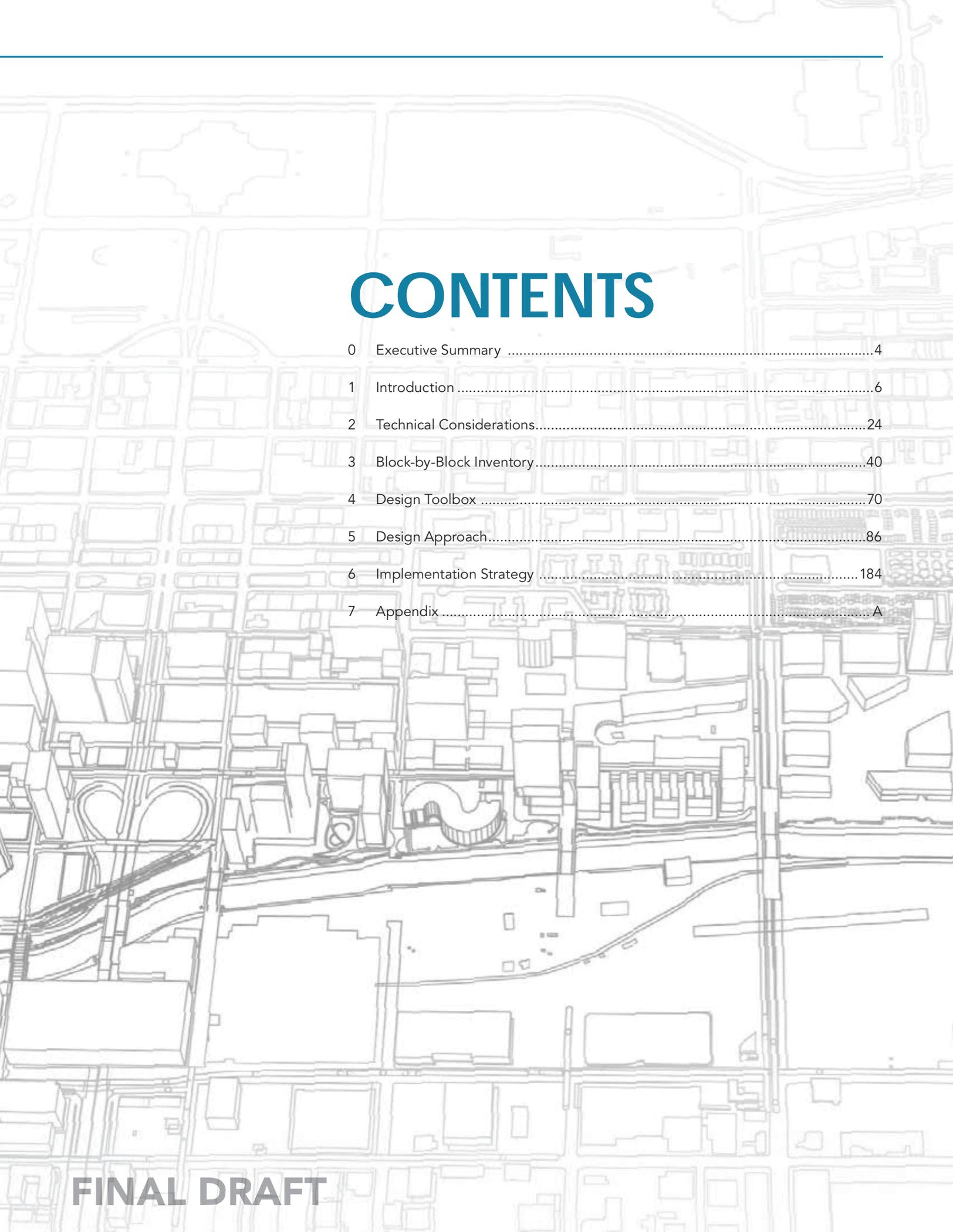
FINAL DRAFT

# SOUTH BRANCH RIVERWALK

Implementation Plan

Summer 2019





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# EXECUTIVE SUMMARY

## Overview

In Fall 2017, the Chicago Department of Transportation (CDOT) began efforts to develop a plan to extend the popular Chicago Riverwalk along the South Branch - from Lake Street south to the northern boundary of Ping Tom Memorial Park at 16th Street. The objective of the planning and engineering evaluations was to detail how a continuous walk could be designed to overcome the challenges of its location and connect key open space opportunities.

During the development of this Implementation Plan, CDOT also engaged Volpe, The National Transportation Systems Center, (the research arm of the US Department of Transportation), in a parallel effort to complete the *Analysis of Current and Projected Vessel Traffic in the South Branch of the Chicago River*, which identifies the components and volumes of current river traffic and projects future traffic with and without a South Branch Riverwalk extension. They also served as the liaison with the US Army Corps of Engineers and the US Coast Guard, interviewed river stakeholders, reviewed both quantitative and qualitative data to guide design parameters and made policy recommendations. Key information from the Volpe study has been integrated into this report.

The planning process began with data collection, analysis of existing conditions and analysis and inventory of adjacent properties along the east side of the River, the focus area of a proposed Riverwalk. In these early stages, key staff from several organizations were interviewed, including Metropolitan Planning Council, Friends of the Chicago River and Active Transportation Alliance to understand how recent planning goals, initiatives and publications may impact this study. CDOT sister agencies such as the Department of

Planning and Development (DPD), Chicago Park District (CPD) and Fleet and Facility Management (2FM) helped clarify ongoing project and planning efforts within or adjacent to the project scope as well as provided insights into the development, operations and management of the current Main Branch Riverwalk. Representatives from Lendlease provided background information for their Southbank development which has already broken ground along the River, south of Harrison. Lastly, CDOT architectural and engineering staff identified key bridge and infrastructure drawings critical for setting design parameters.

This initial work established three functional sections across the nearly two-mile project stretch:

- **Downtown** – the continuous wall of tall buildings create a river canyon with heavy pedestrian traffic crossing the River to access transit stations and the bustling West Loop district. The challenge of the downtown section is buildings that lie flush with the River's edge.
- **Transition** – coming out of the downtown area, the building density gives way to breaks of open space and generous setback areas at Ida B. Wells Drive (formerly Congress Parkway).
- **Neighborhood** – this plan will need to coordinate the civic spaces associated with three major planned developments south of Harrison and secure a detour around River City Marina and work with unique underbridge conditions at Roosevelt Road for the railroad bridge north of 16th Street, St. Charles Air Line. The south end of the project terminates at Ping Tom Park, the large regional park anchored by Chinatown.

The distinct nature of these sections shaped the opportunities for placemaking and informed the creation of a continuous and accessible Riverwalk with integrated open spaces. The Implementation Plan is presented in six chapters that contribute to this vision:

## Introduction

Provides an overview of the South Branch Riverwalk Implementation Plan including overall objectives and opportunities, a timeline of milestone dates in City and River history and a summary of significant planning documents regarding the riverfront over the last couple of decades.

## Technical Considerations

This section of the plan summarizes regulatory and physical constraints that must be considered in the design process.

A critical focus is the river's role in the national maritime transportation system as a federally managed "navigable channel". The US Department of Transportation's Volpe Center researchers facilitated high level interviews with staff from the US Army Corps of Engineers and the US Coast Guard. These were used to establish the design targets for navigable channel to be protected from impacts of the Riverwalk development: a minimum 125' horizontal clearance at every bridge and a preference to retain at least 160' horizontal clearance in the areas between bridge crossings.

These design targets were used in an iterative process where concepts for opportunity sites were developed and then sent to Volpe for review and comment. While these targets do not assure future approval by federal regulators, they do avoid expending further effort on concepts with little or no chance of approval.

Designs should also meet standards



for surviving potential crashes with freight-bearing vessels and minimize effects on river water capacity.

Analysis of water characteristics reinforced the need to consider the interaction between the river edge and adjacent development. Similar to the Main Branch, vulnerability to the wide water level fluctuation, crashworthiness and ADA consideration prevent “floating” walks in the study area and thus, the Riverwalk will need to withstand occasional overtopping during storms.

The locations of combined sewer overflows in the study area currently pose sufficient risk to water quality; therefore, in-river swimming sites are prohibited per the Illinois Swimming Facility Code.

### Block-by-Block Inventory

Illustrations of current conditions on each block present background information gained from site visits and research, including such categories as ownership, zoning and physical descriptions. The information demonstrates the opportunities to improve existing civic spaces, strengthen connections to the street grid, transit and open space networks and coordinate the Riverwalk with future developments.

### Design Toolbox

The Toolbox assembles a menu of development options, drawing both from past projects along the River and analysis of the concepts in proposals submitted to the Chicago River Edge Ideas Lab.

The Toolbox items settled into three categories: construction, access and programming. While the greater toolbox is available for future projects throughout Chicago’s riverfront, specific items have been highlighted as preferences for the South Branch

based on consideration of technical constraints, regulatory requirements, maintenance of the channel water volume and anticipated heavy use of the Riverwalk.

### Design Approach

The design approach for the South Branch Riverwalk Implementation Plan considers four environmental systems: river edge developments, vertical access, underbridge connections and programmatic distribution. A cohesive palette of recommended elements was established for each of the first two systems, and a unifying single design concept is proposed for underbridge connections at all bridge locations.

Integrating information from the previous sections, the design approach is then applied block-by-block to create an illustrated concept plan. The concept plan includes two sites with extended open space opportunities - connecting to Upper Wacker Drive at Quincy Park, and the two-block stretch flanking Ida B. Wells Drive.

South of Harrison, most of the Riverwalk will be created through private investments in planned developments. These mega-projects promote the riverfront as an asset and developers address the continuous walkway and vertical access points in their specific construction plans, governed by the *Chicago River Design Guidelines* and reviewed by the Department of Planning and Development. This plan, then, focuses on the underbridge connections at the Roosevelt Bridge and at the St. Charles Air Line Bridge.

### Implementation Strategy

Priority stages reflect the sequence of development to best integrate private and public investments.

The first priority stage transition,

between Adams Street and Harrison Street, corresponds with the stretch of the riverfront that contains City-managed land and would potentially host revenue generation opportunities.

The second priority stage is the neighborhood southern stretch that includes both publicly and privately-owned land connecting riverwalks in planned developments via underpasses at the Roosevelt and the St. Charles Air Line bridges. The schedule of the second stage projects would be coordinated with property developers to ensure that these critical connections are lined up with their project build-out schedules.

The final priority stage is the urban core connection between the Main Branch Riverwalk (at Lake Street) and Adams Street. This stage is logistically the most complex as it contains numerous private property owners whose building edges are flush to the River’s edge, and it experiences the highest volumes of boat traffic.

### Conclusion

The South Branch Riverwalk Implementation Plan illustrates the compelling concepts and roadmap to extend the success of the Main Branch Riverwalk adding to the urban landscape and enriching City programming. The Plan proposes a feasible set of short-term and mid-term capital improvement recommendations that coordinate with the exciting development of mega-projects that will alter the City landscape for a new population of urban dwellers.

The next steps are to conduct more detailed engineering analyses and to begin exploring options to finance its future construction.







# 1

## INTRODUCTION

Introduction to the South Branch Riverwalk Implementation Plan, project history, goals and approach.

# INTRODUCTION

The Chicago River is of both symbolic and historic importance to the City.

The city's iconic flag pays homage to the branches of the River in its two blue stripes. The Danish immigrant who proposed the ubiquitous "Municipal Device" emblem intended the "Y"-in-a-circle design to symbolize the river and how it unites Chicago.

Chicago as we know it would never have existed without the River and the imagination of early explorers who realized that a long portage – with some clever engineering – could be replaced by a canal at the end of the South Branch to make a direct link between the Great Lakes and the Mississippi Valley. This decision grew the outpost where the river met the lake into a metropolis. The river and the railroad combined to power Chicago's role as a central distribution hub for the entire country.

Since then, Chicagoans have continued to modify the river to suit their needs. In 1900, the Sanitary and Ship Canal opened and the

river was reversed, sending pollution away from Lake Michigan. In 1929, a straightening of the South Branch was completed (per the vision of the 1909 Burnham Plan of Chicago), with the dual benefits of untangling railroad lines and creating a more direct connection to the Chicago Sanitary and Ship Canal from the Lake. Today, the South Branch carries nearly 5.7 million tons of industrial barge traffic annually, continuing to play a vital role in the movement of heavy goods and raw materials.

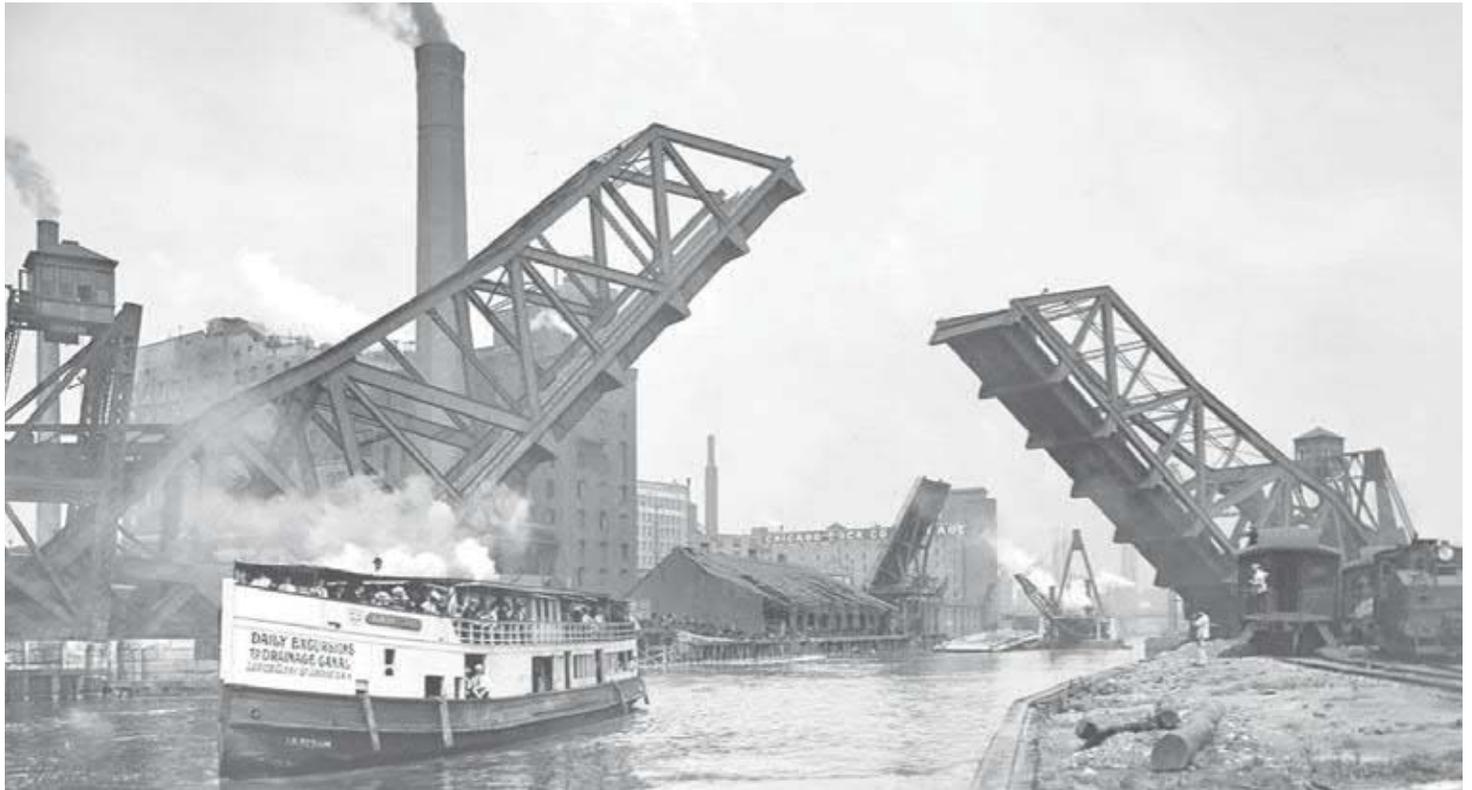
In more recent years, major efforts to change the river have sought to make it cleaner and more accessible to the public. This attracts commercial and recreational traffic as Chicagoans and visitors begin to experience some of the natural qualities once enjoyed along the River long ago. As people began to see the positive benefits of being along the River, more and more developments began to emerge that directly embrace their connection to the River. With Mayor Emanuel's "Building on Burnham Plan", investment to enhance natural areas and create recreational opportunities along the River was established as a key priority.

The completion of the Main Branch Chicago Riverwalk in 2016 was a major achievement in demonstrating the potential to activate the riverfront. This project underscored the need to maintain momentum by continuing to create great spaces along the River, inspiring efforts like Great Rivers Chicago and River Edge Ideas Lab to present grand visions for a future river experience.

The Chicago River has helped make the City of Chicago into the economic and cultural center that it is today and will continue to play a fundamental role in its continued evolution.

The South Branch is the next frontier to be conquered in a series of efforts to improve the river and riverfront. It is drawing numerous new development and needs a transformative improvement to unify them. The **South Branch Riverwalk Implementation Plan** is the Chicago Department of Transportation (CDOT) effort to outline how the City and its partners can accomplish this goal for Chicagoans.





# TIMELINE



**1673**

Explorers Marquette and Joliet learn about a shortcut back to Lake Michigan: a grassy portage to the Chicago River.



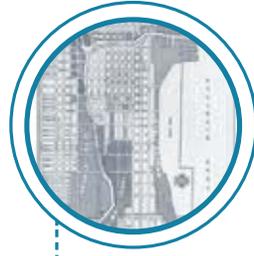
**1848**

The Illinois and Michigan (I&M) Canal opens; connecting the Great Lakes and the Mississippi River makes Chicago a hub for shopping and commerce.



**1890**

Grand Central Station opens at Harrison and Wells, with its railyard continuing south along the South Branch. For decades it was the west terminal of the B&O Railroad's "Capital Limited" trains to Washington DC.



**1900**

Chicago Sanitary and Ship Canal is dedicated on May 2. It reverses the flow of the Chicago River and improves access between the Great Lakes and Mississippi River.



**1917**

The new flag of the City of Chicago represents the North and South Branches of the Chicago River as two blue stripes.



**1837**  
City of Chicago incorporated on March 4.

**1865**  
Union Stockyards expands, increasing industrial use of the South Branch of the River.

**1892**  
Chicago's Municipal Device created -the three legs of its "Y" shape represent the three branches of the Chicago River, as they meet at Wolf Point.

**1909**  
Burnham Plan of Chicago recommends straightening of the South Branch to untangle railroad approaches to the consolidated stations.

**1929**  
Civic Opera Building opens November 4. Its auditorium remains the 2nd largest opera house in North America.  
  
Straightening of the South Branch is completed, moving the river between Polk and 18th westward. The previous channel had turned as far east as 15th / LaSalle.



**1956**

Congress Parkway completed connecting the new interstate highways to the lakefront with wide bascule bridges over the South Branch. The road is now known as Ida B. Wells Drive.



**1979**

Friends of the River is established, organizing river-related stewardship, policy and partnerships to improve the health of the Chicago River system.



**2005**

Chicago River Corridor Development Guidelines is released offering design guidelines to guide future infrastructure investment.



**2012**

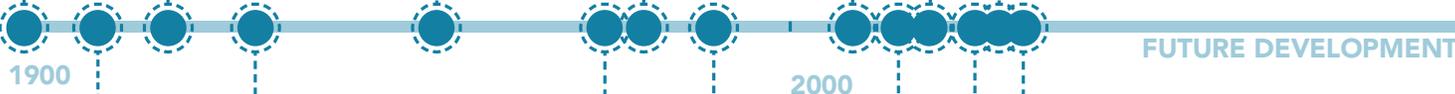
CDOT completes the reconstruction of North-South Wacker Drive – last updated in the 1960s.



**2016**

Main Branch Riverwalk extension to Lake Street opens.

Our Great Rivers vision plan is released in partnership with the City, Metropolitan Planning Council, Friends of the Chicago River and Chicago Metropolitan Agency for Planning.



1900

2000

FUTURE DEVELOPMENT

**1971**

After closing in 1969, the Grand Central Station is demolished. The station site remained undeveloped until the Southbank Project started in 2016.

**1986**

River City Apartments and Marina open, at 800 S. Wells, part of the former site of the railyards that once led to Grand Central Station.

**2009**

The Main Branch Riverwalk Phase I from Michigan Avenue to State Street opens.

**2015**

Main Branch Riverwalk extension to LaSalle Street opens.

**2017**

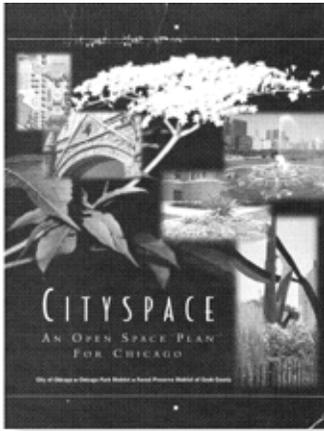
River Edge Ideas Lab launched as an opportunity to envision inviting and active public spaces along the Chicago River's South Branch.

North Branch Framework Plan developed.



# DOCUMENT REVIEW

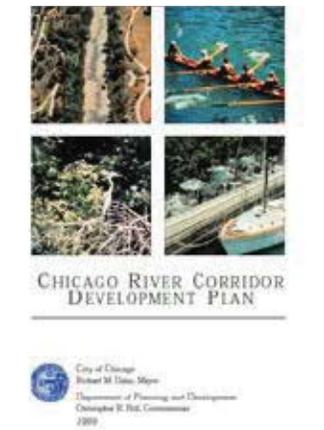
Ongoing collaboration among stakeholders has resulted in a number of planning documents released since the 1990s. Recent plans offering visions of the Chicago River include:



## CitySpace Plan: An Open Space Plan For Chicago (1998)

Primary Contributors: City of Chicago; Chicago Park District; Forest Preserve District of Cook County

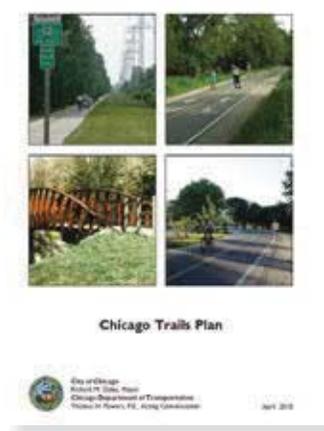
*The CitySpace Plan* provides recommendations for creating and preserving open space in Chicago based on the feedback from local task forces. Short- and long-range goals are developed to ensure convenient access to public open space is achieved for all Chicago neighborhoods. The report suggests focusing on land surrounding schools, inland waterways and vacant lots to achieve public open space goals.



## Chicago River Corridor Development Plan (1999)

Primary Contributors: City of Chicago; Chicago Department of Planning and Development

The plan outlines a framework for revitalization of the Chicago River. The plan focuses on creating a connected greenway along the river, increasing public access to the water, restoring the natural habitats and biodiversity and promoting the river as a recreational amenity which will push economic development.



## Chicago Trails Plan (2010)

Primary Contributors: City of Chicago; Chicago Department of Transportation

This study identifies and evaluates potential trails in order to connect Chicago's citizens and neighborhoods within a network of shared-use trails. The plan prepares an overall map of off-street routes, evaluating individual path segments and multi-purpose trail loop, to connect Chicago residents and neighborhoods.



### Chicago Riverwalk Main Branch Framework Plan (2009)

Primary Contributors: Chicago Department of Zoning and Planning; Chicago Department of Transportation; Skidmore, Owings & Merrill; Goodman Williams Group; Terry Guen Design Associates; AECOM; Construction Cost Systems

The report establishes guidelines along the Chicago River Main Branch to ensure universal access is maintained between street and river levels along the river’s south bank. Use along the river is envisioned to accommodate a variety of spaces to support river business operations, landscape / hardscape improvements and experiential benefit for occupants.



### Our Great Rivers: A Vision for the Chicago, Calumet and Des Plaines Rivers (2016)

Primary Contributors: City of Chicago Mayor’s Office; Metropolitan Planning Council; Friends of the Chicago River; Chicago Metropolitan Agency for Planning; Ross Barney Architects

*Our Great Rivers*, led by the Metropolitan Planning Council (MPC), provides goals for Chicago’s river system. Goals are established through 2040 to monitor progress in achieving a river system that is inviting, productive and living. The document provides guidance in determining leadership collaboration and revenue streams to support the short- and long-term vision of the report.

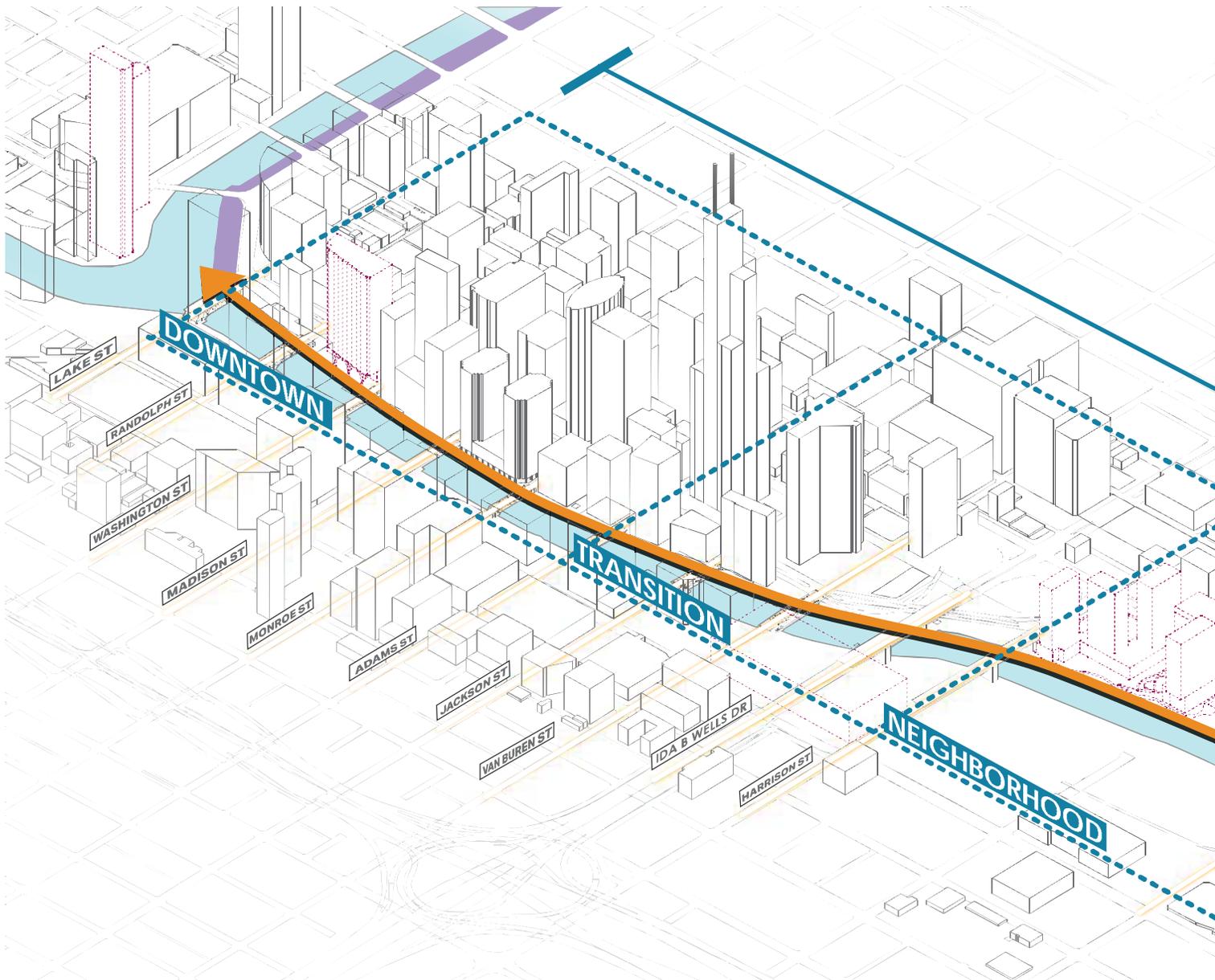


### Chicago River Design Guidelines (2005, Updated in 2019)

Primary Contributors: City of Chicago; Chicago Department of Planning & Development; United States Army Corps of Engineers Site Design Group Ltd.

*The Chicago River Design Guidelines* outlines the City’s expectations and requirements for development along the Chicago River and its branches. These guidelines include architectural treatments, building design, fencing, lighting, landscape, materials, publicly-accessible amenities and riverbank treatments.

# PROJECT AREA + OVERALL GOALS



Project limits stretch two miles along the east bank of the South Branch of the Chicago River from the west end of the completed Riverwalk (Lake Street) south to Ping Tom Memorial Park (at 16th Street extended). This South Branch Implementation Plan defines specific design zones within the study area:

**Downtown-** Lake Street to Adams Street

**Transition-** Adams Street to Harrison Street

**Neighborhood-** Harrison Street to Ping Tom Memorial Park

Per the Chicago River Design Guidelines (2019), this scope area falls under the "Loop Zone" (North of Harrison and in the Downtown and Transition Zones) and "South Branch Zone" (South of Harrison, in the Neighborhood Zone).

Four overall goals for the project were identified to explore across all zones.

## CONNECT

The South Branch Riverwalk will connect diverse neighborhoods, east to west and north to south, as well as extend the popular Main Branch Riverwalk.

## ACTIVATE

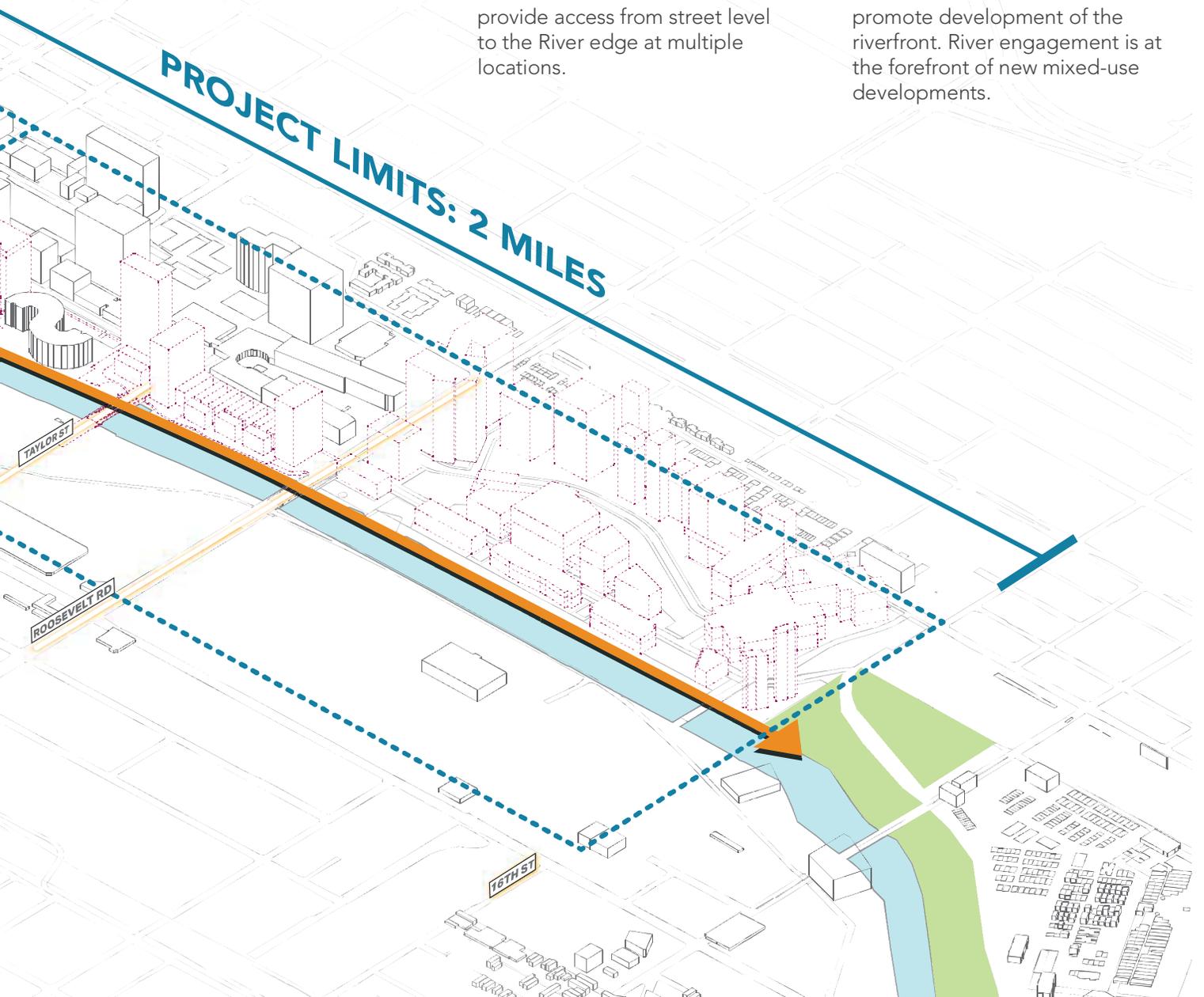
The South Branch Riverwalk will expand and create a variety of activity centers.

## ENGAGE

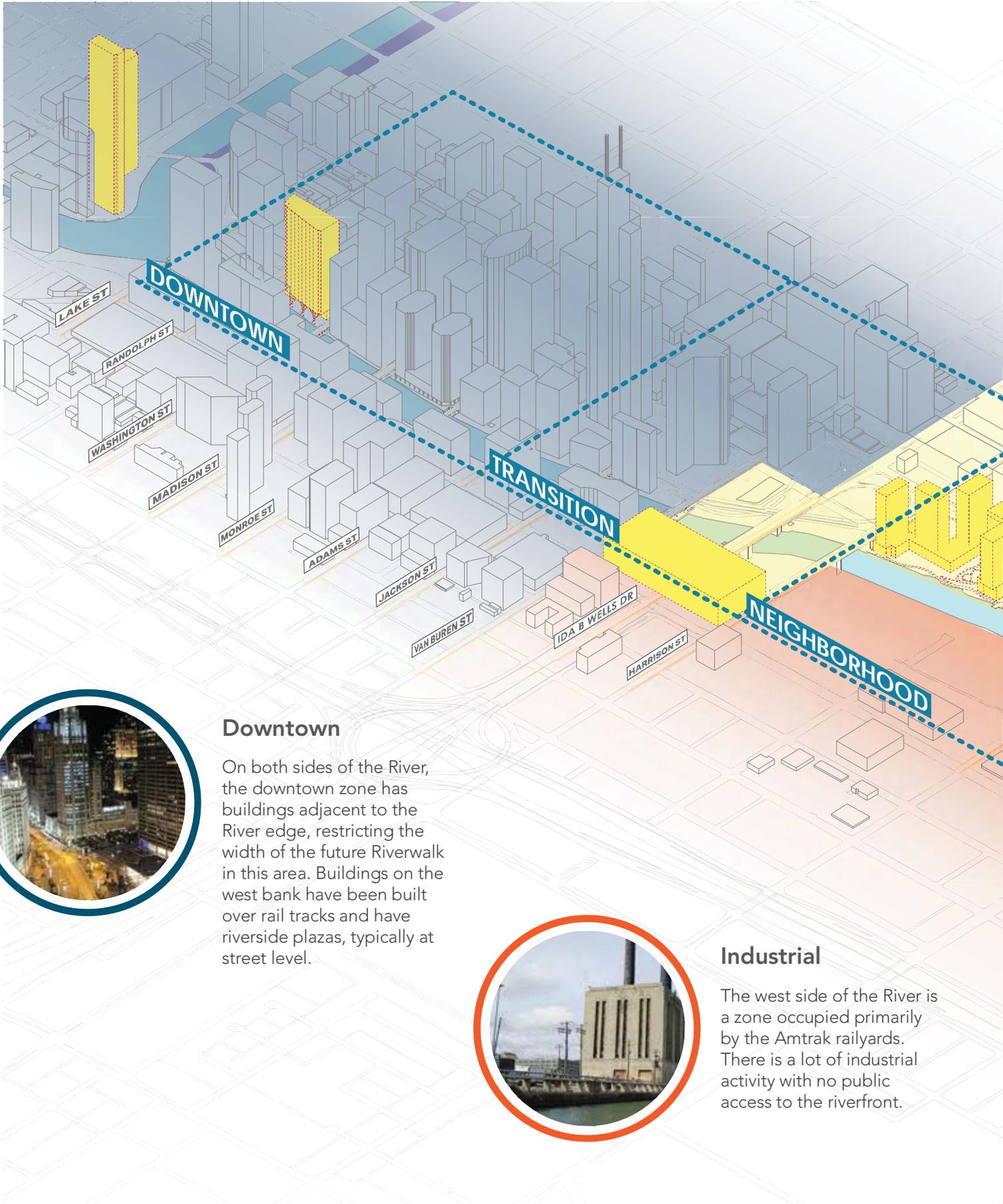
The South Branch Riverwalk will provide access from street level to the River edge at multiple locations.

## PROMOTE

The South Branch Riverwalk will promote development of the riverfront. River engagement is at the forefront of new mixed-use developments.



# PROJECT AREA + OVERALL GOALS



## Downtown

On both sides of the River, the downtown zone has buildings adjacent to the River edge, restricting the width of the future Riverwalk in this area. Buildings on the west bank have been built over rail tracks and have riverside plazas, typically at street level.



## Industrial

The west side of the River is a zone occupied primarily by the Amtrak railyards. There is a lot of industrial activity with no public access to the riverfront.



# CONNECT

The South Branch Riverwalk will connect diverse neighborhoods, east to west and north to south, and extend the use of the popular Main Branch Riverwalk.



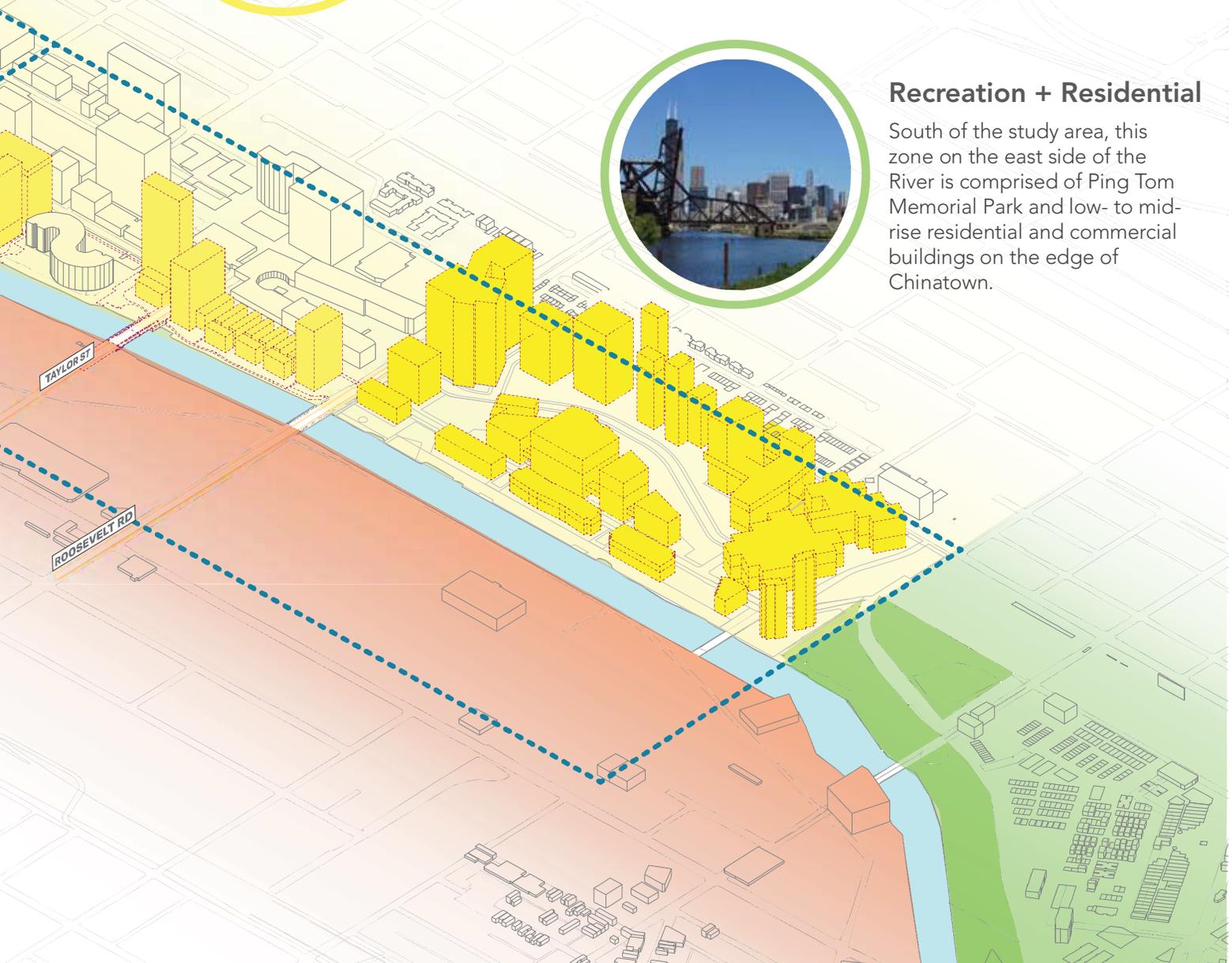
## New Mixed Use Development

In this zone, the east side of the river consists primarily of vacant land from former railyards. This will be redeveloped in the next several years. Proposals for these sites place a high focus on active leisure along and within the river.

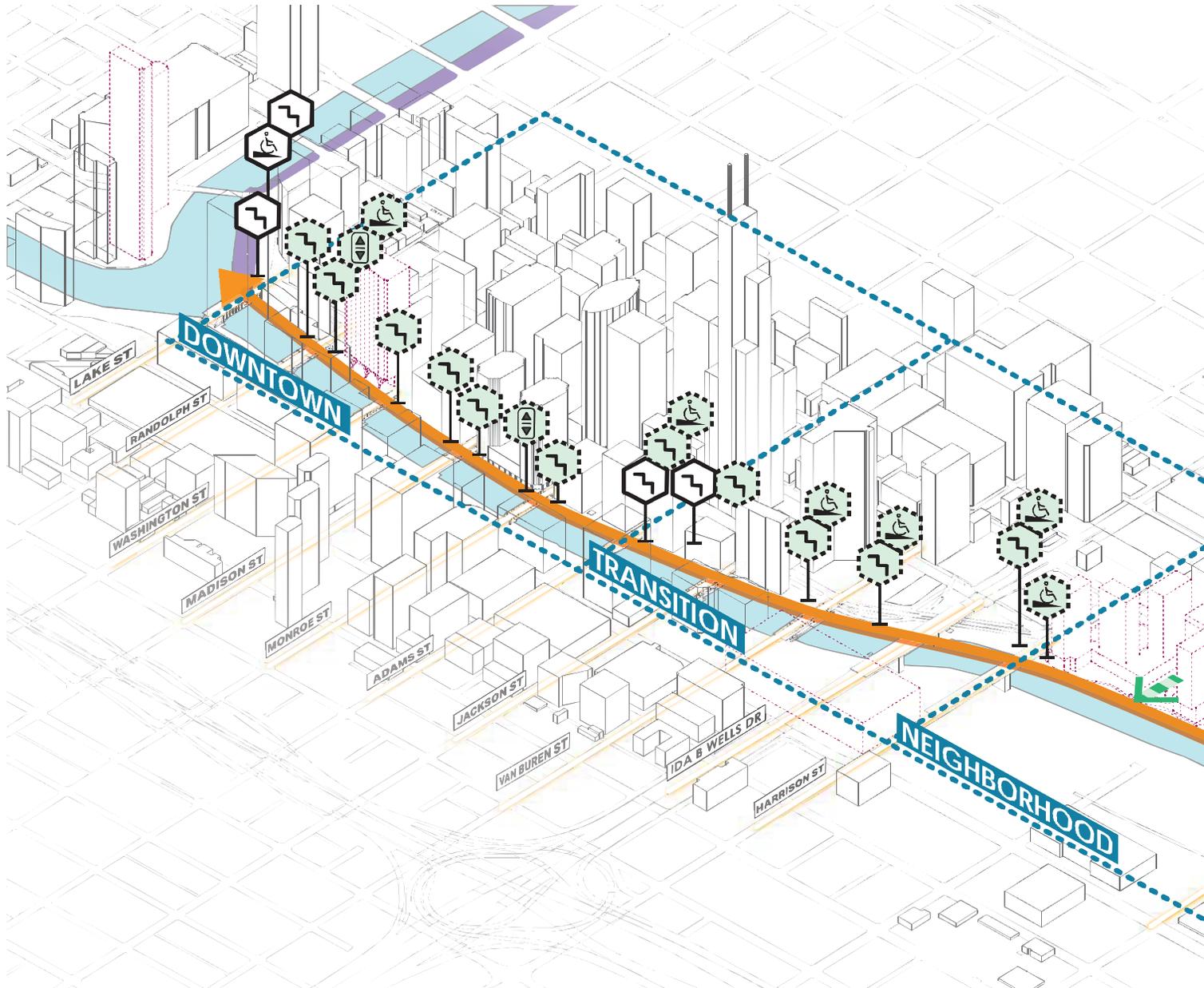


## Recreation + Residential

South of the study area, this zone on the east side of the River is comprised of Ping Tom Memorial Park and low- to mid-rise residential and commercial buildings on the edge of Chinatown.



# PROJECT AREA + OVERALL GOALS



## VERTICAL ACCESS LEGEND

- 

EXISTING | PROPOSED ADA RAMP
- 

EXISTING | PROPOSED ELEVATOR
- 

EXISTING | PROPOSED STAIRCASE

## GROUND ACCESS LEGEND

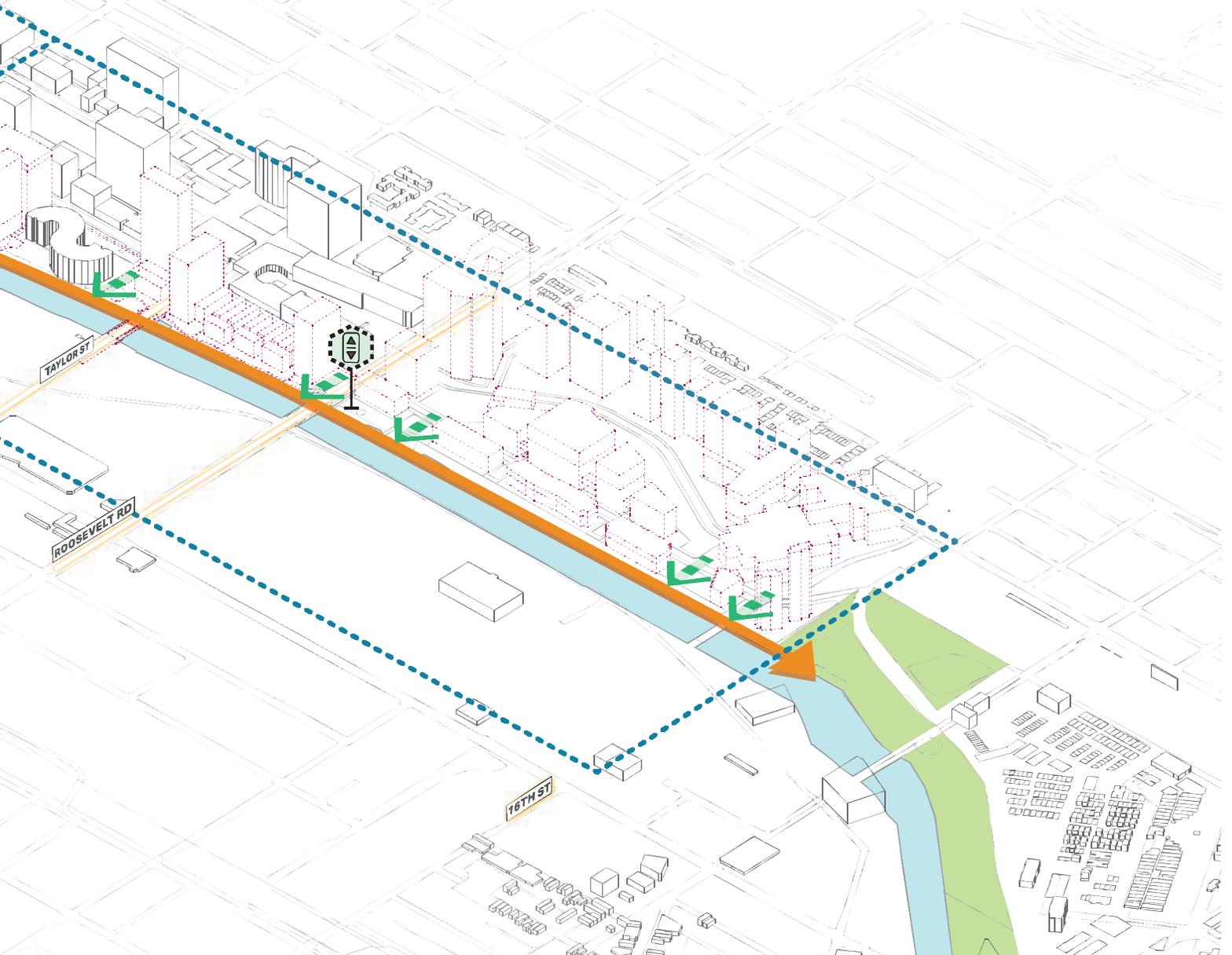
- 
ACCESS TO RIVERFRONT EDGE

## ENGAGE

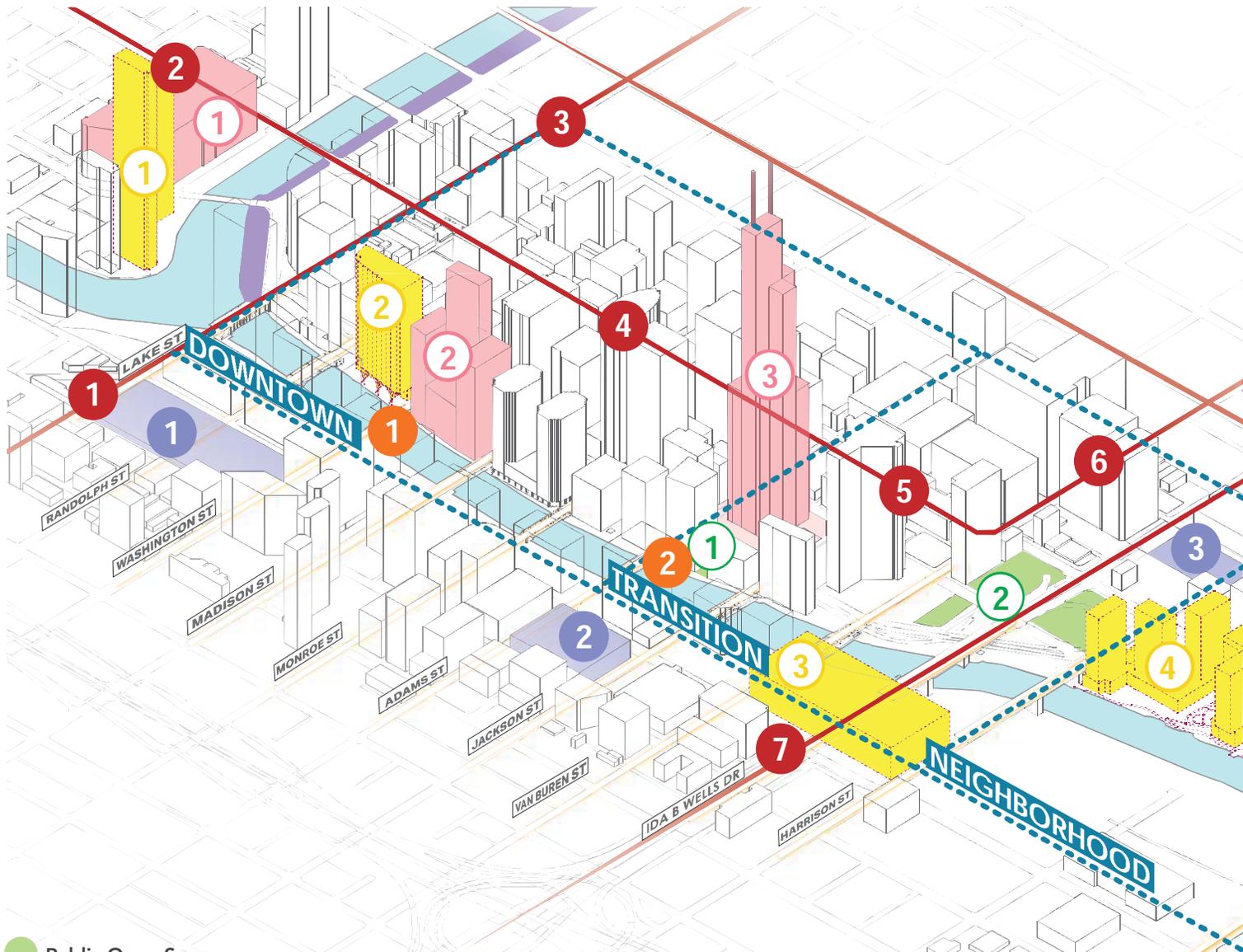
The South Branch Riverwalk will create new opportunities to interact with the river's edge, and expand to the city streets nearby.

Vertical access is a significant challenge in the downtown core where elevation can differ between street level and the proposed Riverwalk by as much as 20 feet.

South of Harrison Street, this elevation difference decreases and accessible routes can be provided more readily. Here, new developments or new street extensions minimize the need for stairs, ramps or other vertical connectors. An exception is at Roosevelt Road where an elevator is proposed as part of The 78 development.



# PROJECT AREA + OVERALL GOALS



## Public Open Space

1. Quincy Park (CDOT)
2. D'Angelo Park (CPD / CDOT)
3. Ping Tom Memorial Park (CPD)

## Cultural and Retail Attractions

1. The Mart Event Venue
2. Lyric Opera of Chicago
3. Willis Tower / Skydeck
4. Southgate Market
5. Roosevelt Collection Shops

## New and Pending Development

1. Wolf Point
2. 110 N. Wacker
3. Old Post Office Redevelopment
4. Southbank
5. Riverline
6. The 78

## Water Taxi Docks

1. Riverside Plaza
2. Union Station / Willis Tower
3. Chinatown

## Passenger Rail Stations

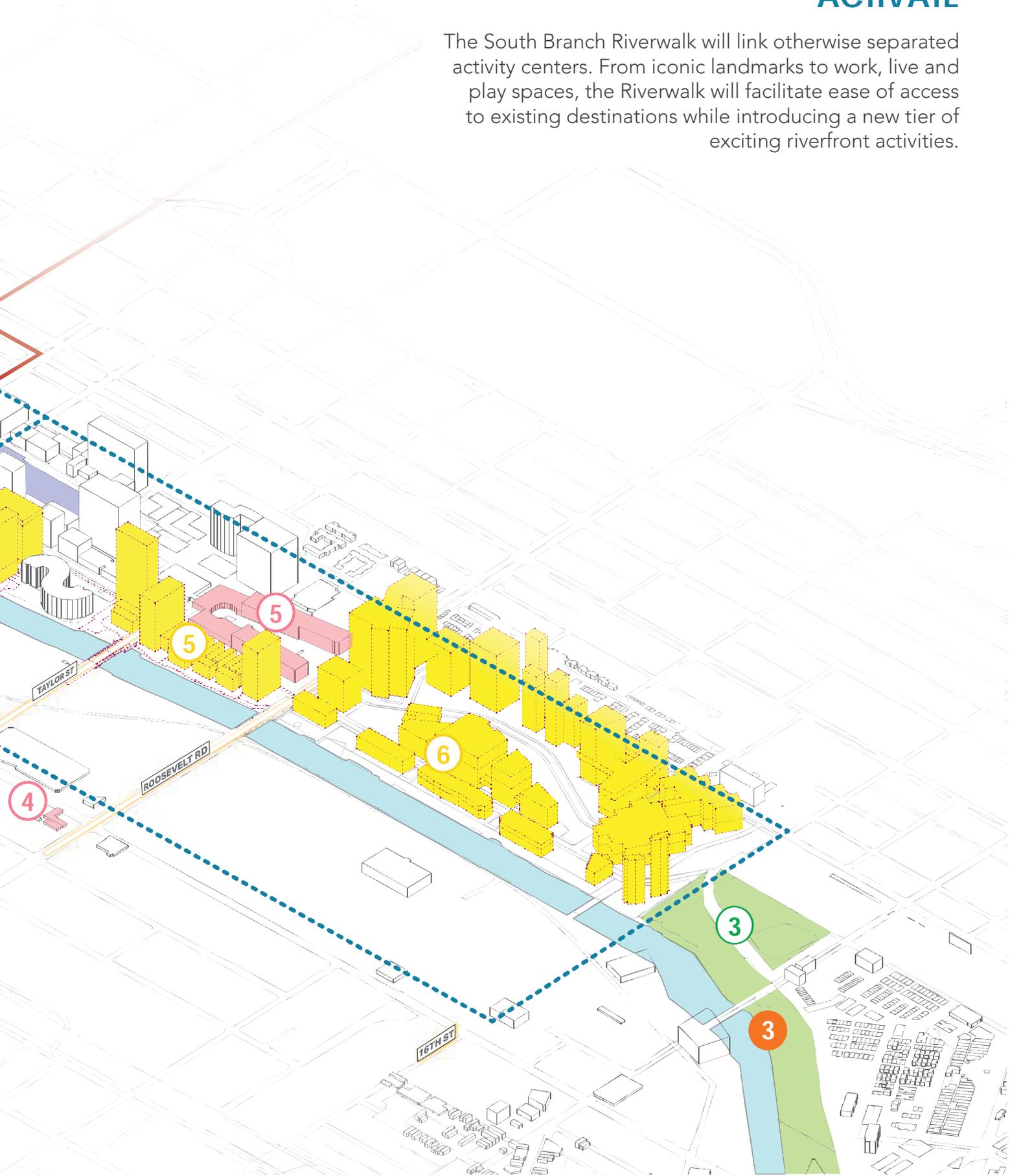
1. Ogilvie Station (Metra)
2. Union Station (Amtrak / Metra)
3. LaSalle Station (Metra)

## CTA Rapid Transit Stations

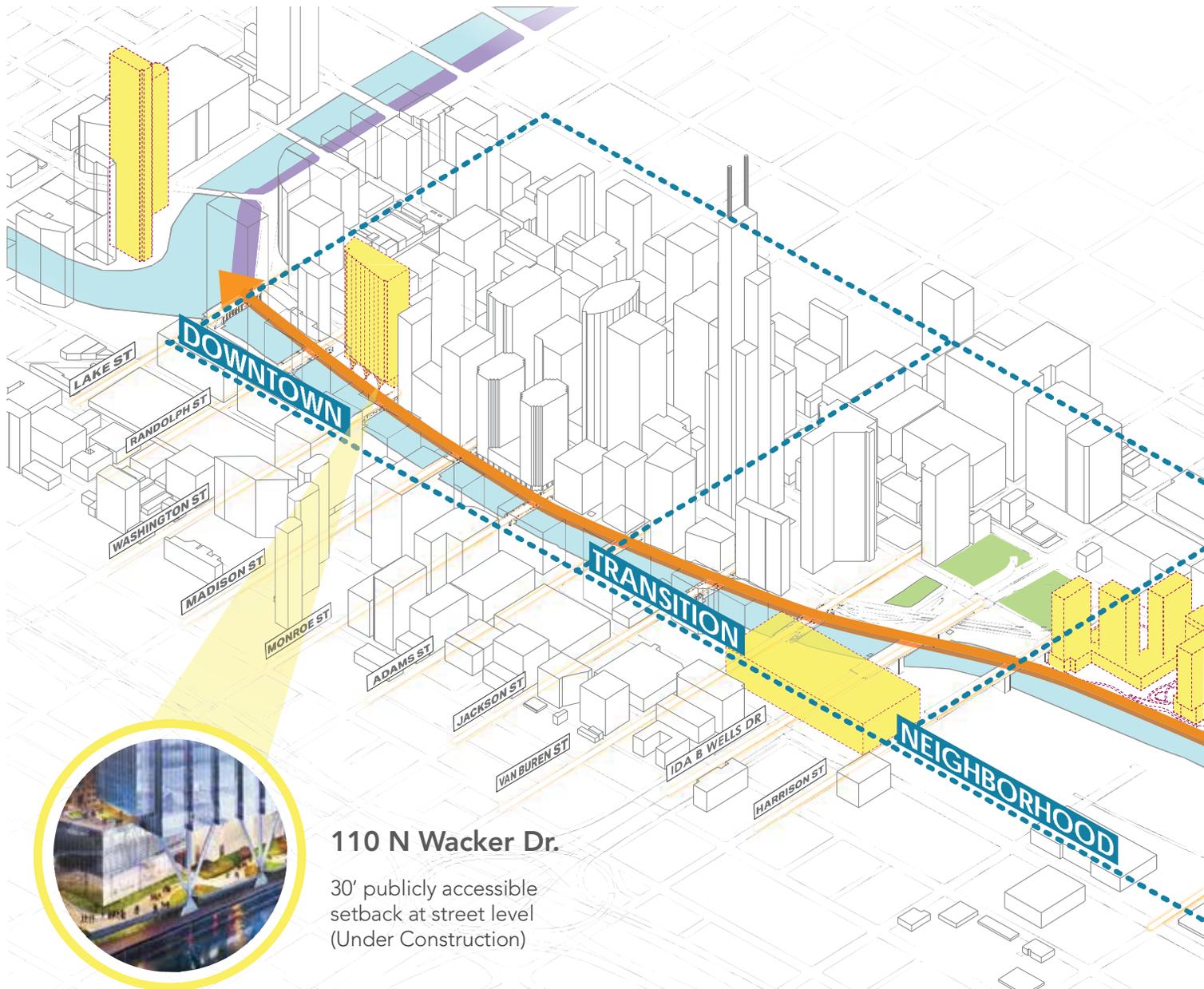
1. Clinton (Green / Pink Line)
2. Merchandise Mart
3. Clark / Lake
4. Washington / Wells
5. Quincy / Wells
6. LaSalle / Van Buren
7. Clinton (Blue Line)

# ACTIVATE

The South Branch Riverwalk will link otherwise separated activity centers. From iconic landmarks to work, live and play spaces, the Riverwalk will facilitate ease of access to existing destinations while introducing a new tier of exciting riverfront activities.



# PROJECT AREA + OVERALL GOALS



## 110 N Wacker Dr.

30' publicly accessible setback at street level (Under Construction)

One significant office tower in the downtown core and three major planned developments extending along most of the Riverfront from Harrison to the north edge of Ping Tom Memorial Park, must meet the requirements set by the *Chicago River Design Guidelines and Standards*, which was updated in 2019. Per the City of Chicago Zoning Ordinance, all new developments within one hundred (100) feet of the Chicago River will be processed as Planned Developments. With a minimum 30' setback required along the River, the guidelines state that a 10' wide multi-use path is required in the "Loop" Character Area and separated 16' wide path or 12' wide bicycle and 8' wide pedestrian paths are specified for the South Branch Zone."

# PROMOTE

The South Branch Riverwalk will promote development by highlighting the riverfront as a value-enhancing amenity.



**Southbank**  
30' publicly accessible setback from Harrison Street to Polk Street (Initial Phases)



**The 78**  
Publicly accessible setback at urban greenway zone divided into gathering zone, moving zone and dining zone varying in width from 30' to 100' (Proposed)



**Riverline**  
30' publicly accessible setback from Polk Street to Roosevelt Road (Proposed)





# 2

## TECHNICAL CONSIDERATIONS

Analysis of technical considerations impacting development along the South Branch including water characteristics, traffic restrictions, regulatory constraints and target design area.

# VESSEL TRAFFIC

As part of this Plan, CDOT commissioned the US Department of Transportation's Volpe Center to conduct an analysis of vessel traffic in the South and Main Branches of the Chicago River. Their work included field observations, stakeholder interviews, aggregation of existing data and computer modelling. Key findings of this study include an existing traffic overview, design considerations and stakeholder feedback.

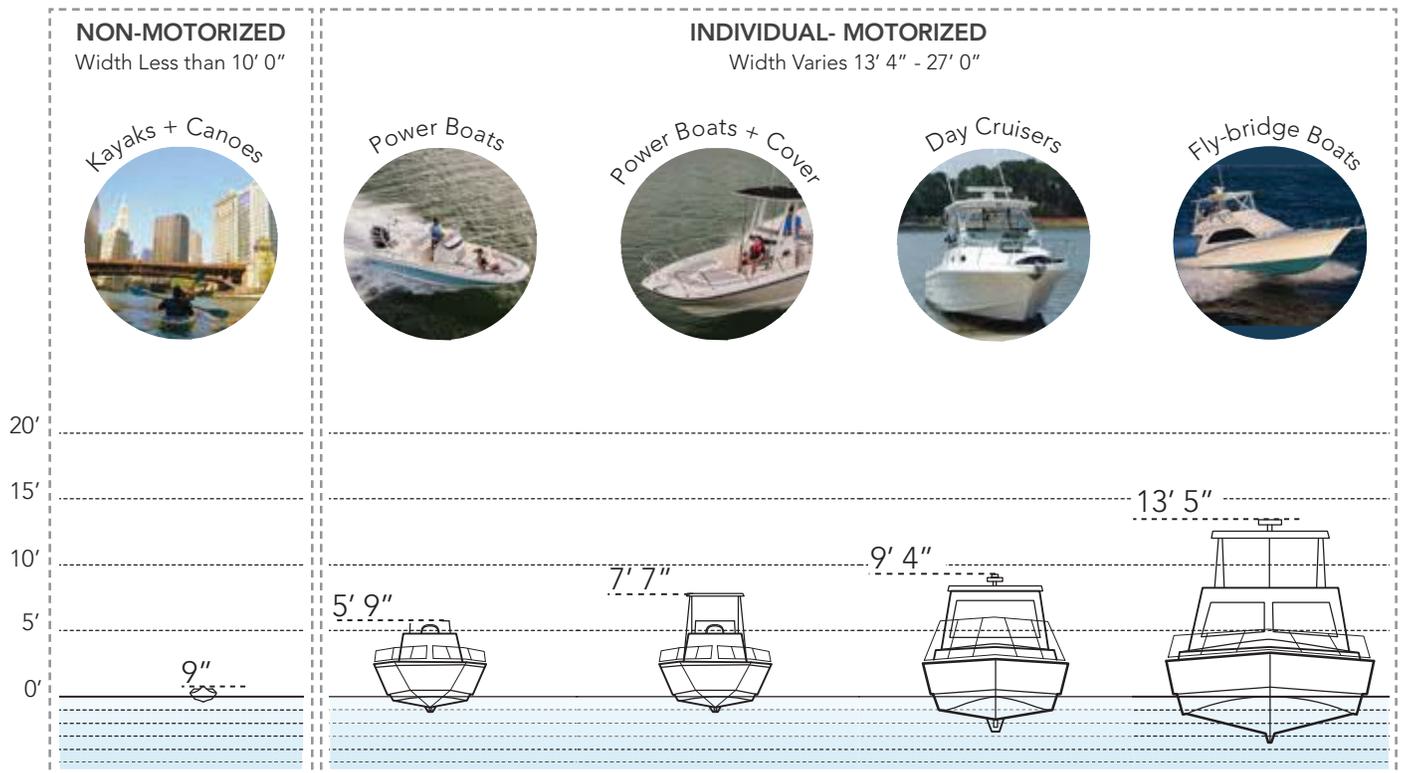
## Existing Traffic Overview

- There are a variety of vessel types in use on the South Branch (human-powered watercraft, motorized recreational, commercial, and industrial).
- South Branch traffic is approximately two-thirds the amount of that on the Main Branch (109/hr vs 166/hr peak hour, peak season), but in a narrower corridor.

- South Branch has 10x more freight traffic than the Main Branch over the course of a week.
- Lower levels of motorized recreational traffic relative to the Main Branch were observed, but these did make up the largest share of river users.
- Taxis and tour boats make fairly consistent hourly trips through the South Branch.
- Most kayak users stayed on the Main Branch, although a handful of paddlers traveled a short distance into the South Branch.
- Traffic on the Upper South Branch (north of Ida B. Wells Dr.) is more than twice that of the Lower segment (109/hr Upper vs. 43/hr Lower at peak) due to boats that U-turn and return to Main or North Branches, such as water taxis that turn around at Union Station.

VESSEL TYPE	MAIN BRANCH (trips/hr)	UPPER SOUTH BRANCH (trips/hr)	LOWER SOUTH BRANCH (trips/hr)
<b>ALL</b>	<b>166.3</b>	<b>109.0</b>	<b>43.2</b>
TOUR BOAT	24.0	22.4	11.8
WATER TAXI	9.1	10.4	5.0
RECREATIONAL (MOTORIZED)	70.0	49.6	23.5
RECREATIONAL (HUMAN POWERED)	62.3	25.3	2.0
OTHER (INDUSTRIAL AND OFFICIAL)	0.9	1.3	0.8

Table 1: Volpe Riverwalk Extension Report, Pg. 34, Peak Period Trips per Hour



- During a nine hour period on peak day of post-4th of July weekend (total Main and South Branches) observers identified 10 wake violations, 10 cases of boats too close (within 10 feet) to another boat, and four other events of concern.
- Traffic trend: 6%/year traffic increase after Riverwalk Extension, 0.5%/year otherwise. Barges have increased 2.2%/year either way.

USCG will likely want to see additional efforts to improve marine safety in the River before approving narrowing of the channel. Options to consider include: additional marine police; improved coordination among agencies and user groups; spotters and / or escorts for barges; additional training and requirements for renters of small boats; and separation of kayak launches and water taxi stops.

### Design Considerations

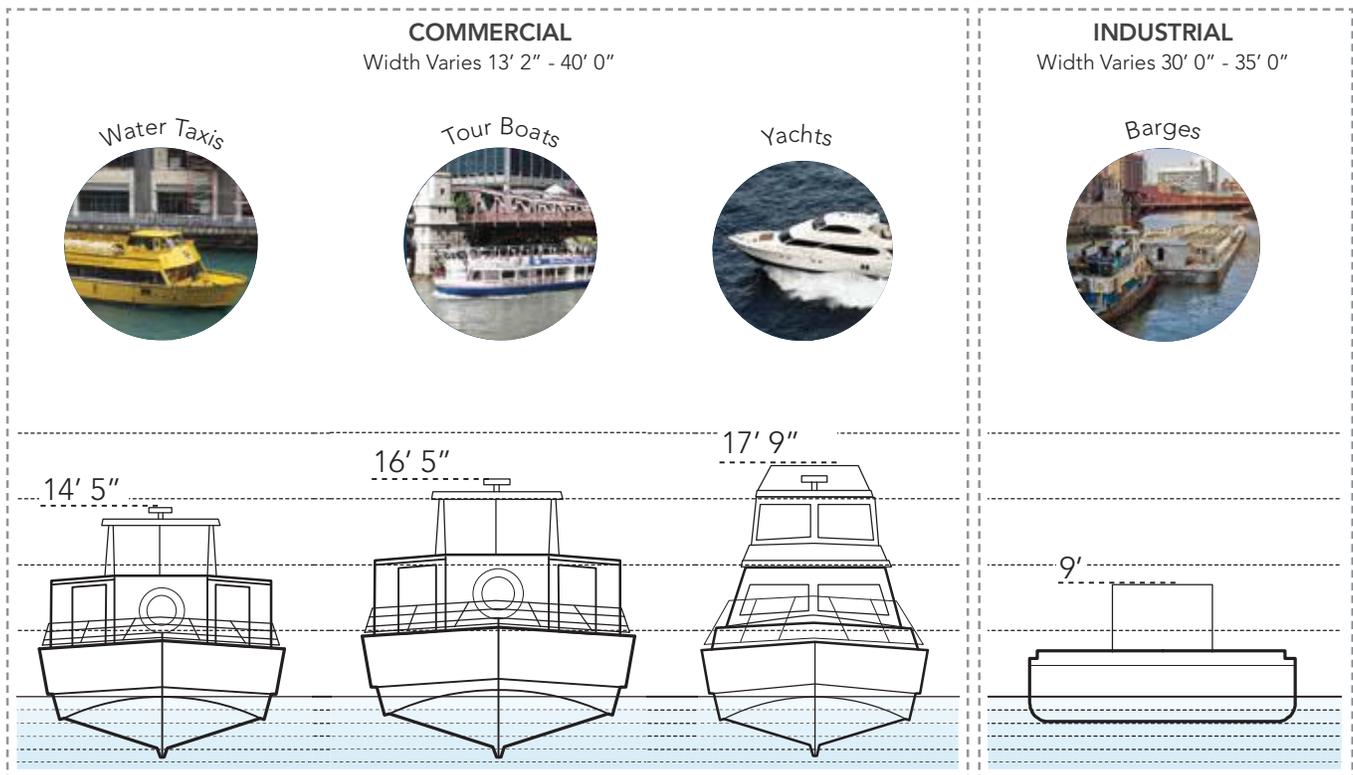
There is heavy industrial traffic along this route. Freight barges are one of the largest vessels and are most often carrying materials to and from construction projects (concrete, steel, scrap metal). They are also extremely difficult to maneuver and require that extensions into the River be crash resistant. Such crash-worthy structures (as was done on the Main Branch Riverwalk) are recommended. Protective “dolphins” would be needed for any floating facilities or other vulnerable Riverwalk sections. These would reduce the public space gained from extending into the existing channel.

There has been an increase in kayak use since the opening of the Main Branch Riverwalk, which has led to three kayak rental locations opening. Top safety concerns are the behaviors of novice paddlers in kayaks and drivers of boats (especially renters) too small to be regulated by USCG

requirements. Because barges are unable to stop quickly, operators especially fear hitting kayakers or other boaters that may stray into their path. As the Riverwalk develops, care must be taken to assure that the increase in kayak traffic does not lead to safety issues.

### Stakeholder Feedback

While there is enthusiasm for an expanded Riverwalk project, there are concerns that the project would bring additional vessel traffic and reduce safety on the South Branch. Effects on safety and commercial navigation (i.e. freight) are a primary consideration. Stakeholders emphasized the mix of vessel types that utilize the South Branch (e.g. barges, water taxis, tour boats and kayaks, among others) and expressed concern that narrowing the South Branch could reduce river safety, particularly on the Upper South Branch. Ultimately though, most stakeholders favor the idea of a Riverwalk extension.



# REGULATORY CONSTRAINTS

Projects that would narrow rivers identified as “navigable channels” must be reviewed by the US Coast Guard (USCG) and the US Army Corps of Engineers (USACE). This process occurs during the later stages of the civil engineering design process and assures that the river continues to be navigable for all vessels.

Since this review can’t yet be requested for the level of detail in this Plan, two known measures were used as targets for the conceptual designs within. These design target minimums do not guarantee future approval by federal regulators, but they do at least filter out options that have no chance of approval.

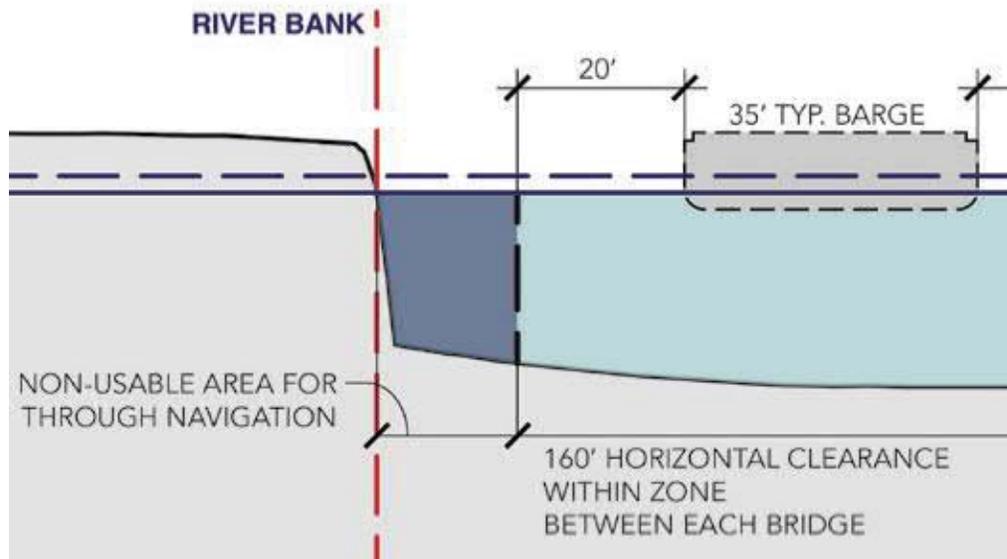
USACE EM1110-2-1611 Section 111-Layout & Design of Shallow Draft Waterways recommends that reasonably safe navigation in straight reaches should be at least 20’ between tow and channel limits for two-way traffic and at least 50’ between tows when passing. This identifies a minimum standard clearance of 160’ when 35’-wide barges are used in this formula.

The minimum channel widths required for safe navigation in the straight reaches depend on the general type and size of the equipment in general use on the waterway.

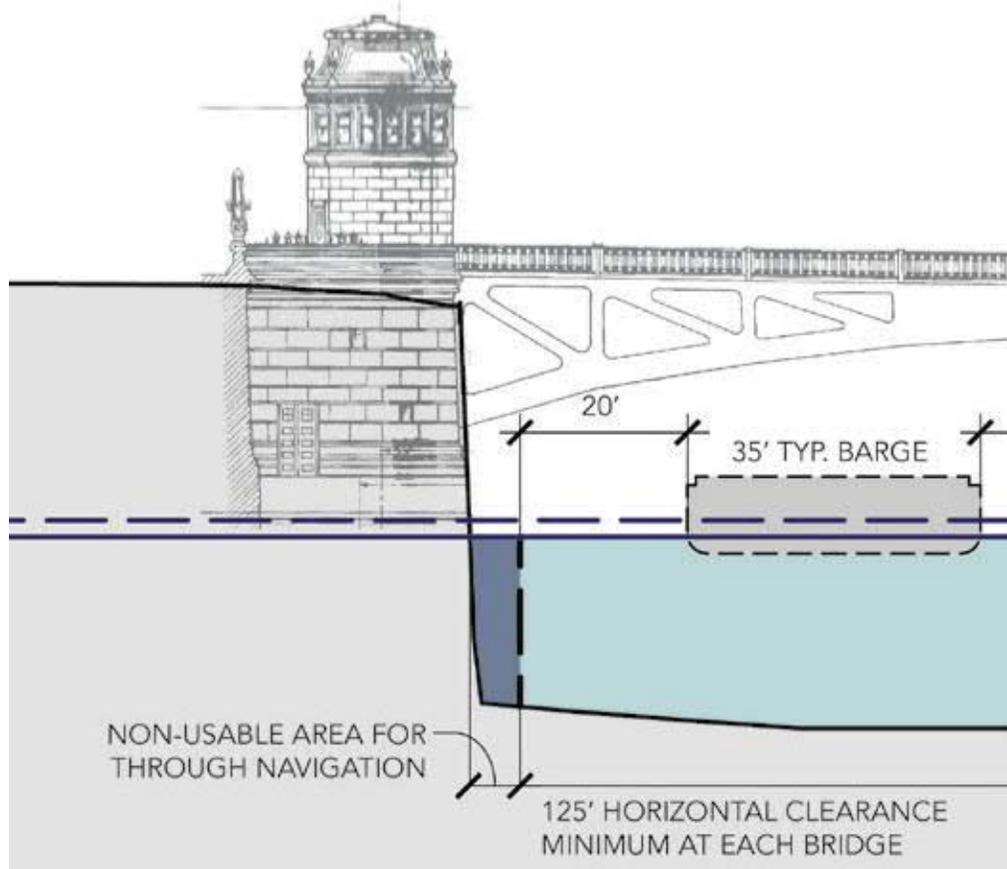
Therefore, the first design target is to retain at least 160’ of channel width as often as possible, and to allow more width where the river bends and boats must turn.

The narrowest point near the study area is the 18th Street Bridge, which has a horizontal clearance of 125’. Therefore, no design options include narrowing the channel beyond 125’ at any point.

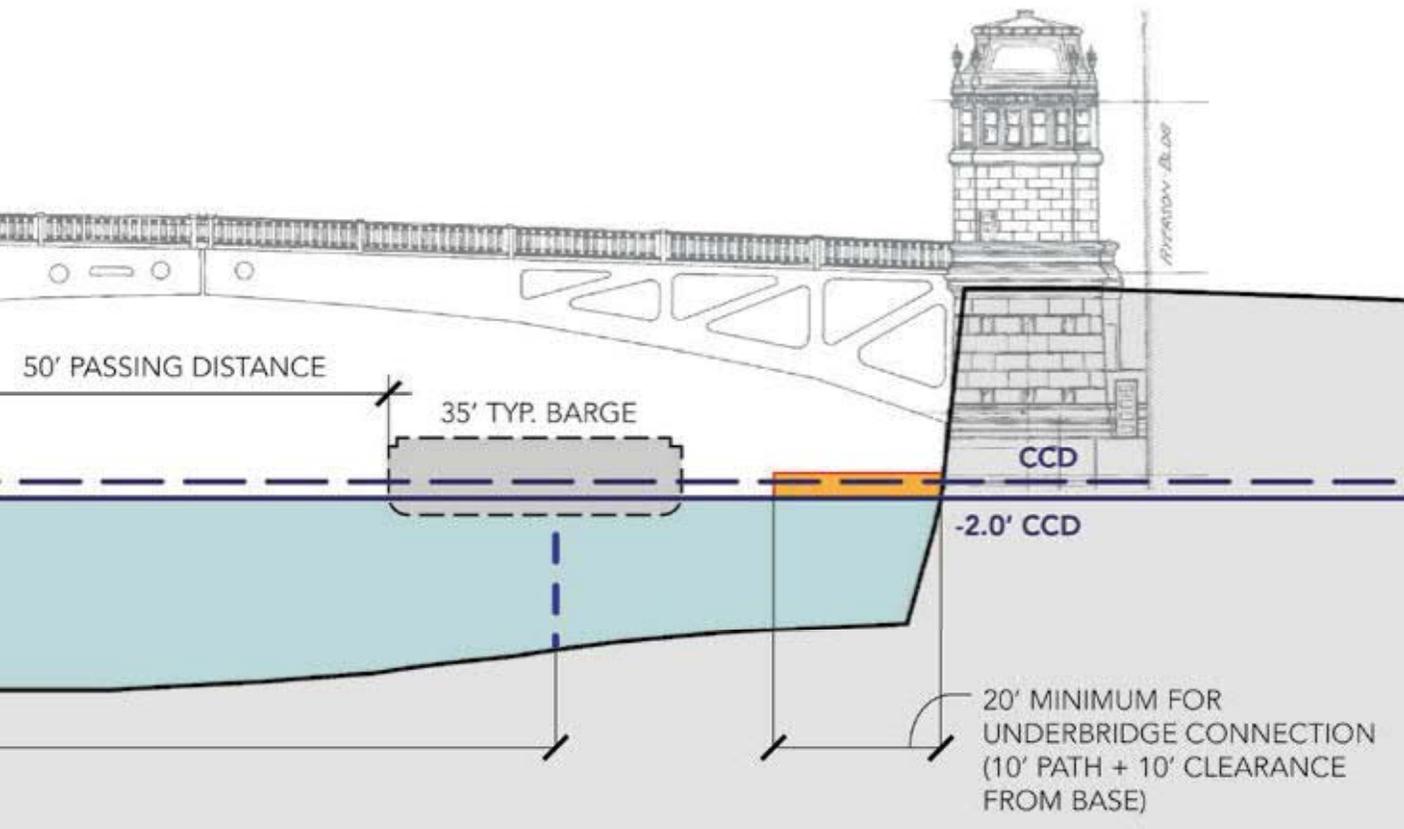
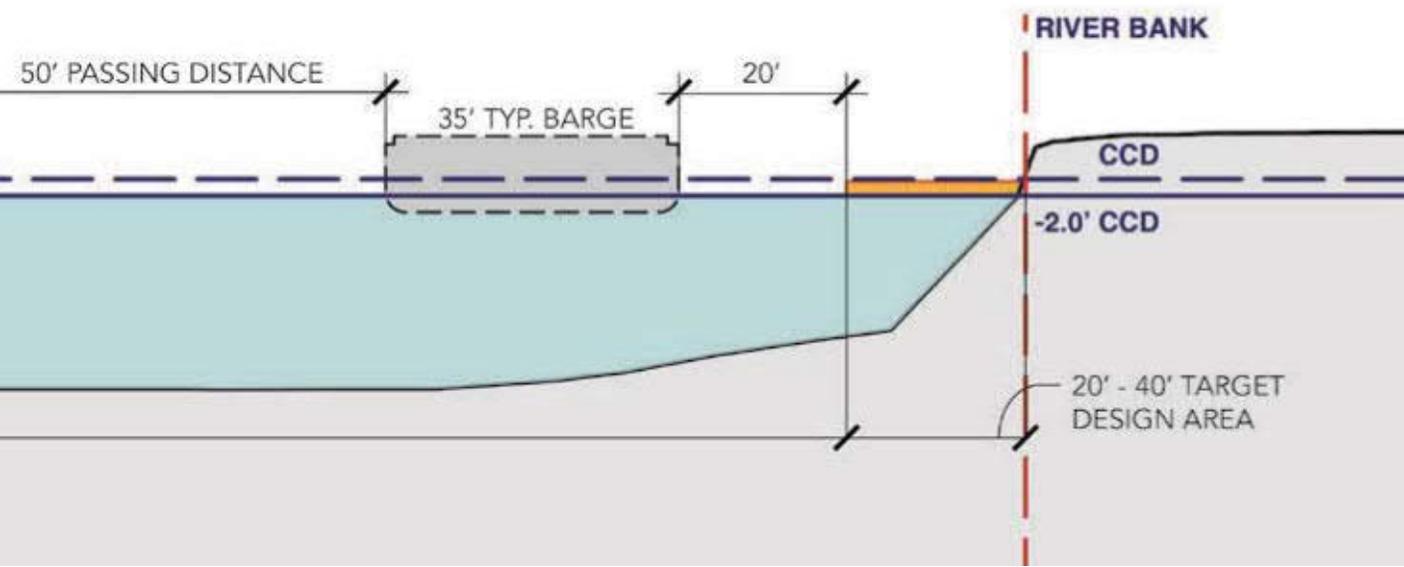
Again, these design target minimums do not guarantee future approval by federal agencies and the request to narrow the channel would come from the party building the riverwalk. In areas adjacent to developments south of Harrison, this would be the developer’s role to gain approvals.



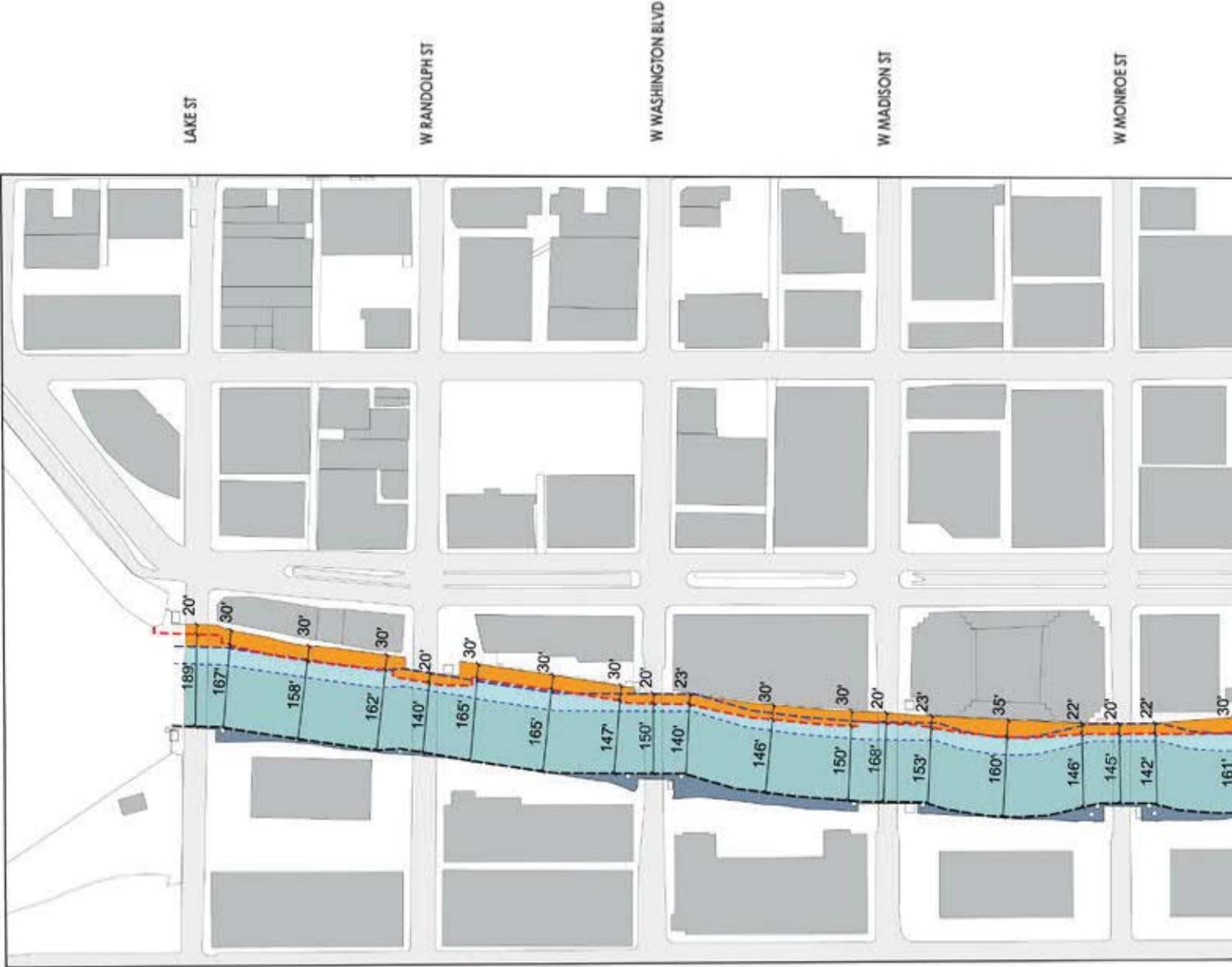
Typical Section Limitation in Between Bridges



Typical Section Limitation at Bridges



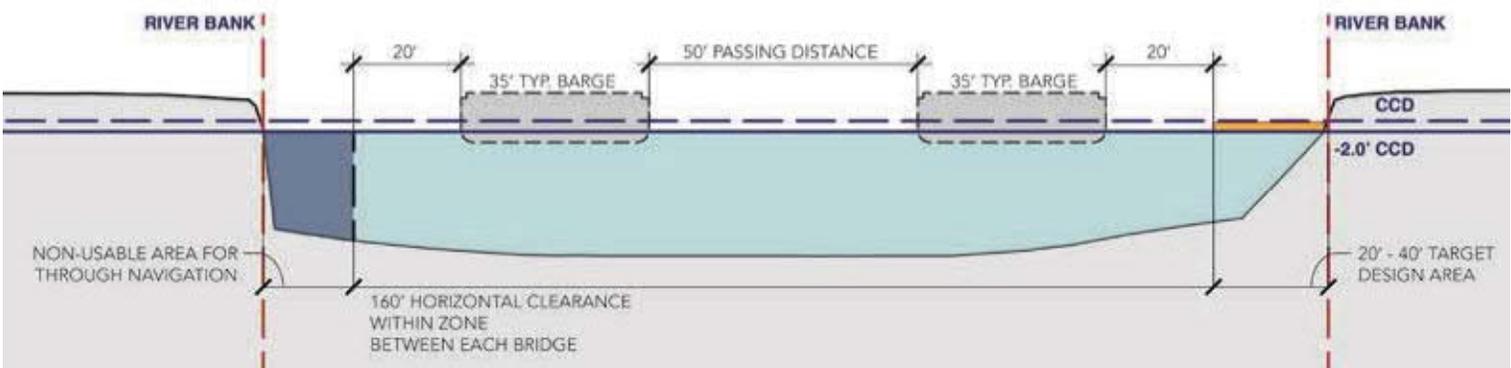
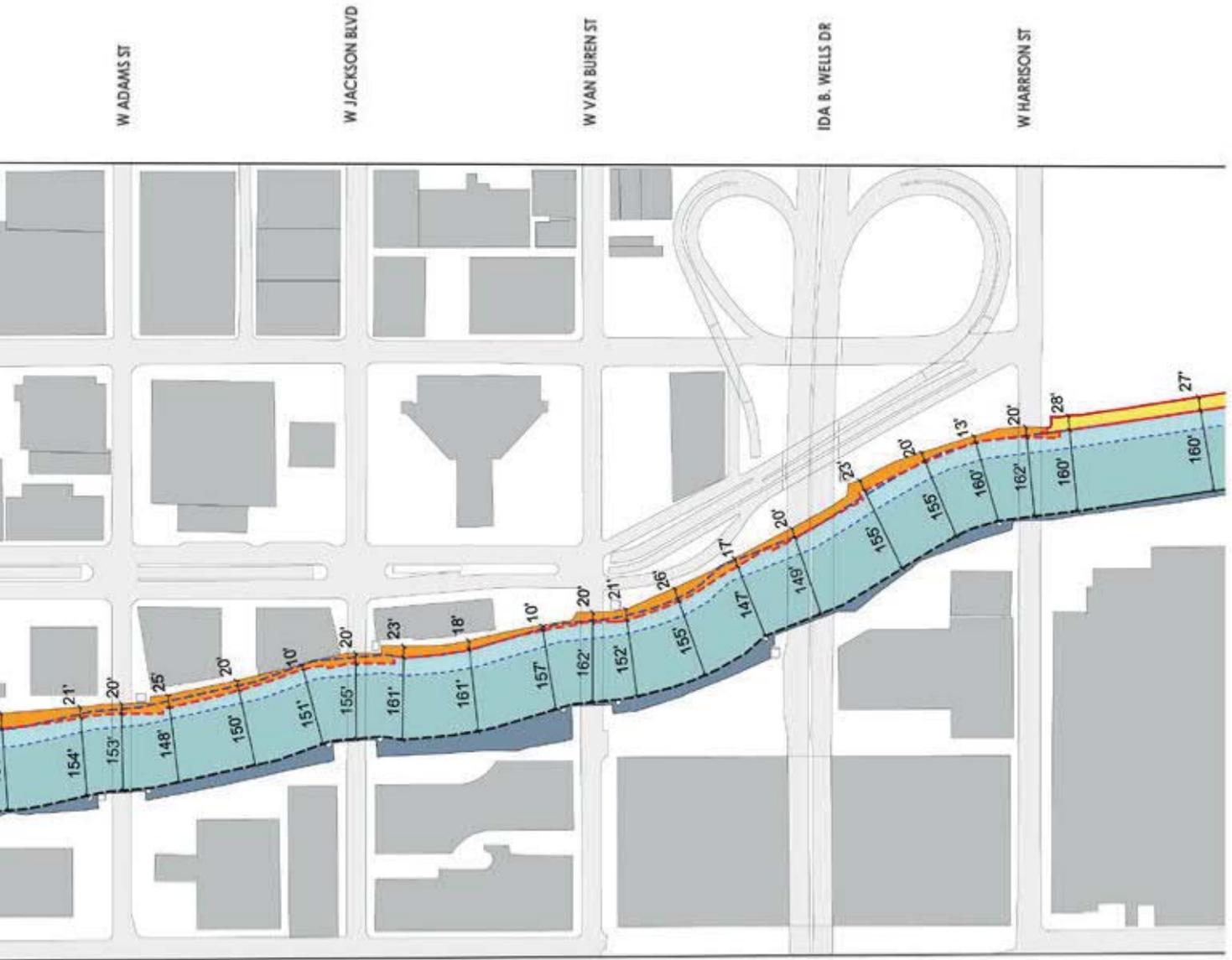
# TARGET DESIGN AREA



NOTE: Bridge dimensions taken from CDOT Archive Bridge drawings.

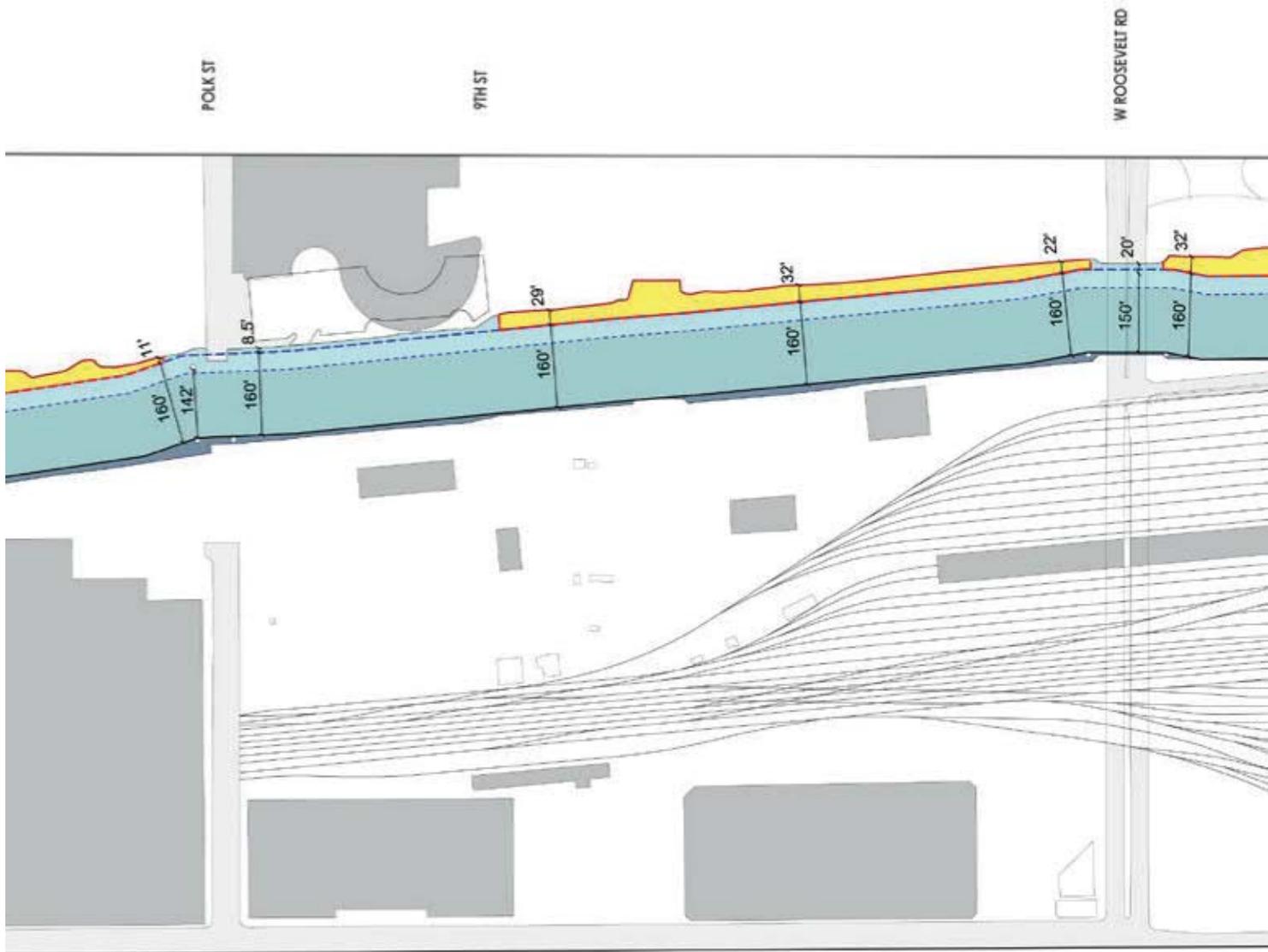
### LEGEND

- NON-USABLE AREA FOR THROUGH NAVIGATION
- 125' HORIZONTAL CLEARANCE (DESIGN MINIMUM AT EACH BRIDGE)
- 160' HORIZONTAL CLEARANCE (TARGET CLEARANCE BETWEEN BRIDGES)
- TARGET DESIGN AREA (CITY)
- TARGET DESIGN AREA (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)



Typical Section Limitation in Between Bridges

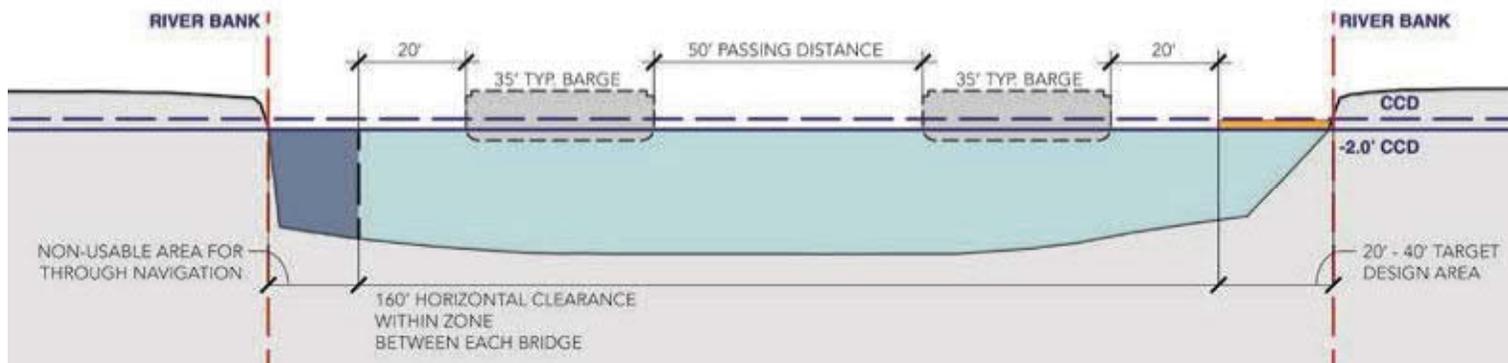
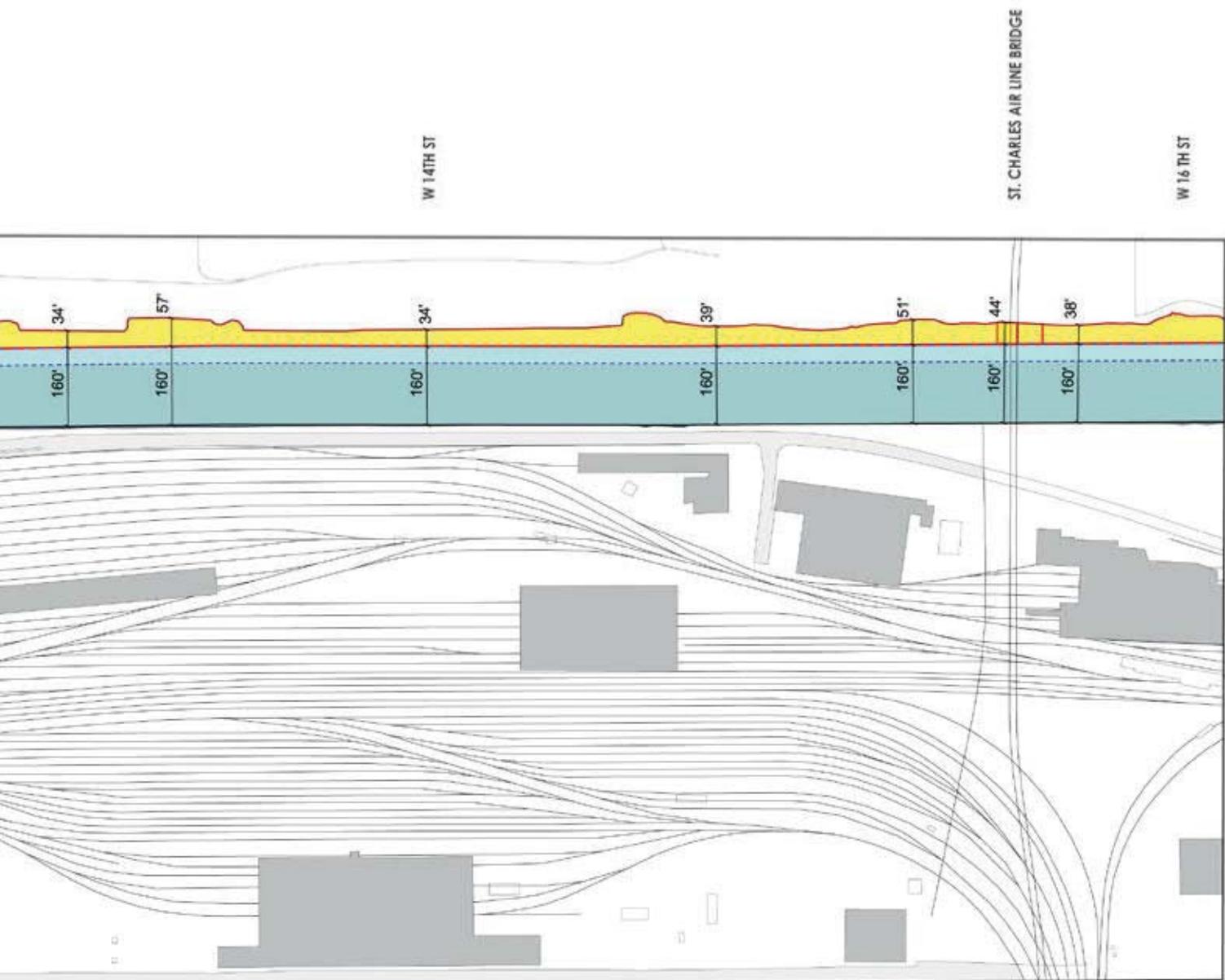
# TARGET DESIGN AREA



NOTE: Bridge dimensions taken from CDOT Archive Bridge drawings.

## LEGEND

- NON-USABLE AREA FOR THROUGH NAVIGATION
- 125' HORIZONTAL CLEARANCE (DESIGN MINIMUM AT EACH BRIDGE)
- 160' HORIZONTAL CLEARANCE (TARGET CLEARANCE BETWEEN BRIDGES)
- TARGET DESIGN AREA (CITY)
- TARGET DESIGN AREA (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)



Typical Section Limitation in Between Bridges

# WATER CHARACTERISTICS

## Waterway System

Two key features that influence design along the Riverwalk include waterway elevation and water velocities. Hydraulic and hydrologic models can predict changes in surface elevations and flow velocities for multiple flood scenarios and are useful for establishing design parameters.

Understanding the potential for fluctuation and change is important for designing durable and appropriate features.

## Waterway System History

The Chicago Area Waterway System (CAWS) encompasses 90 miles of Illinois waterways from Wilmette to Lockport. Prior to the 1900s, the Chicago River naturally discharged into Lake Michigan in downtown Chicago. As the city grew through the 1800s, sanitary and industrial discharges began degrading the quality of Lake Michigan, a source of drinking water for Chicago. In a modern day engineering wonder, the Chicago Sanitary and Ship Canal, the Calumet-Sag Channel, and four controlling works were constructed to divert these flows (See Appendix C for details). Now the Chicago River flows southwest to the Illinois River instead of flowing to Lake Michigan.

## Chicago Area Waterway System Controlling Works Operating Procedures

The controlling works shown in the figure at the right maintain navigable water levels throughout the CAWS and help to control flooding in the area. They are operated by the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) in conjunction with the US Army Corps of Engineers (USACE).

MWRDGC has established a range of desirable water surface elevations that minimize flooding and outflow of river water into Lake Michigan yet maintain adequate navigation depths for boat traffic.

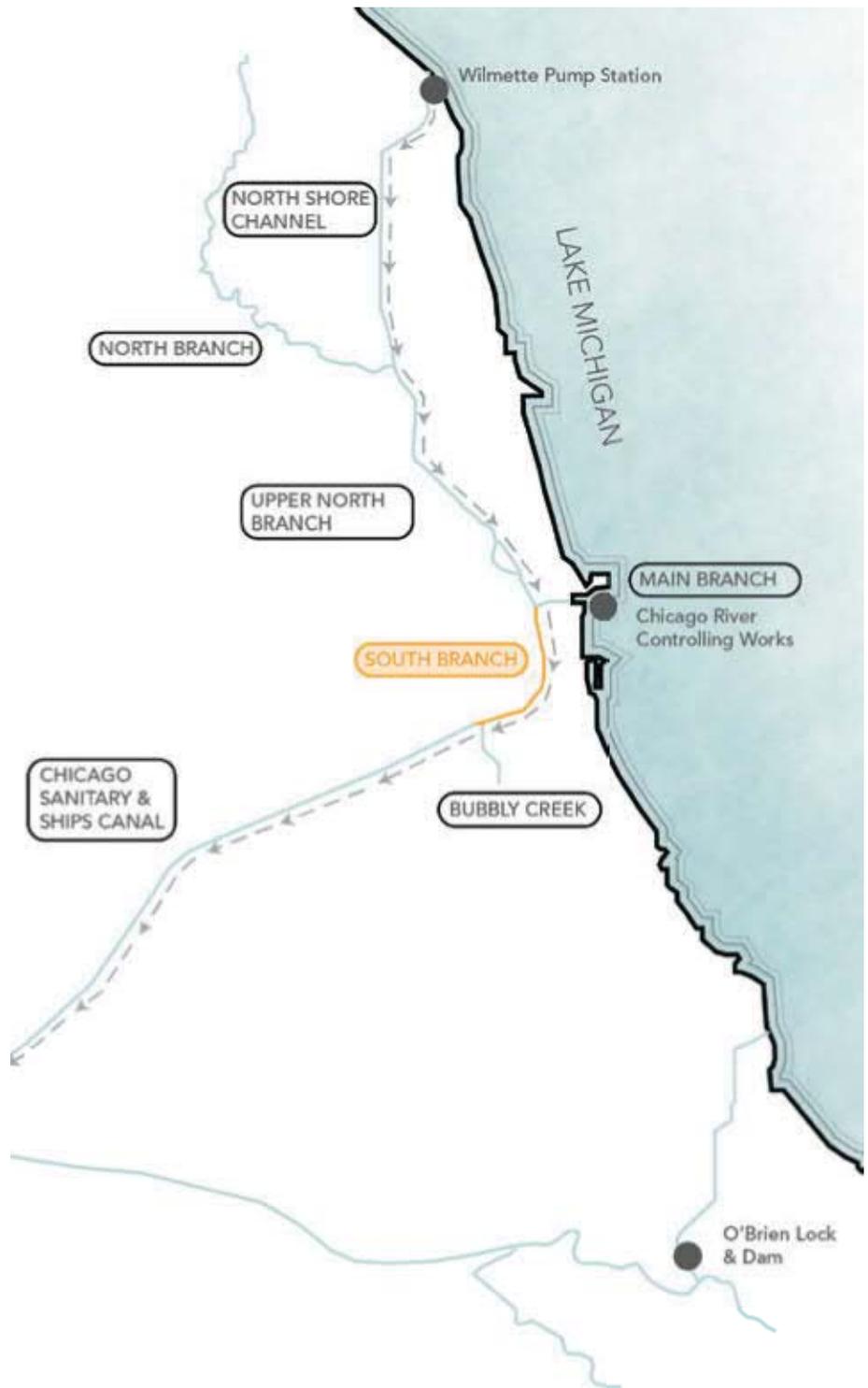


Figure 2-1: Chicago Area Waterway System Map

## Physical Properties of the Riverbanks

The South Branch of the Chicago River's visible shoreline is a combination of steel sheet pile and rip rap banks. Submerged on the river side of the bank is the original timber pile wall. In 2014, a survey for the Ping Tom Memorial Park construction included locating the submerged timber pile wall. At 18th Street, the top of the timber pile wall is at approximately +3.0 CCD (3 ft above City base elevation)- it has been cut back to -4.0 CCD in places and extends approximately 2.5 feet to 5.5 feet from the steel sheet pile wall at that location.

Although not always visible from the shore, the submerged timber pile wall will need to be factored into any structural elements designed off shore of the river. The edge conditions throughout the South Branch are shown in Figures 2-2 to 2-4.



Figure 2-2: South Branch Edge South of Roosevelt Road

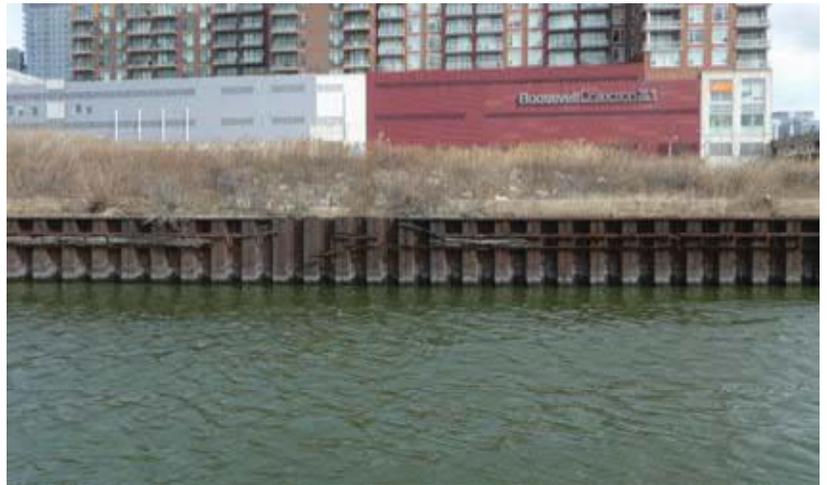


Figure 2-3: South Branch Edge in between Polk Street and Roosevelt Road

### What is CCD?

CCD stands for Chicago City Datum, the City's official baseline reference for elevation. According to the Municipal Reference Desk of the Chicago Public Library, it was created to "make sure sewers flow downhill". It was established in a 1928 ordinance as 17.64 ft below a granite stone at the base of the Northern Trust Company Building at LaSalle and Monroe. According to the Department of Water Management, the datum is 579.88 feet above sea level, measured as mean tide of New York.



Figure 2-4: South Branch Edge in between Adams Street and Jackson Boulevard

# WATER CHARACTERISTICS

## Water Elevation and Velocities

The peak water surface elevations and velocities for the South Branch of the Chicago River were determined using a hydraulic model developed in 2010 by USACE. This model assumes the waterway is managed according to the MWRDGC System Dispatcher Manual. The flow of water reverses towards Lake Michigan during heavy rainfall and, as such, the peak velocities are reported as negative values.

The peak flow of water and velocity vary slightly over the study area. Velocities are consistently higher at Lake Street and decrease towards 16th Street. Peak elevations are typically lower at Lake Street and increase towards 16th Street. A summary of the velocities can be seen in Table 1; technical details leading to their calculation are provided in Appendix C.

The ideal waterway elevation for the Chicago River is -2.0 Chicago City Datum (CCD), meaning two feet below the city's official baseline reference for elevation.

When the lake is lower than -1.8 CCD, the level in the River is adjusted to 0.2 to 0.5 feet below the elevation of the Lake. According to historical Lake Michigan data, the lowest recorded water levels are near -4.1 CCD. A water surface elevation along the study reach of -4.5 CCD is recommended as a lower limit for design in the event that the Lake reaches that historical low level.

Moderate to severe storms can impact water surface elevations on the River. The peak elevation obtained from the hydraulic model for a 100 year storm event, a storm event with a one in 100 chance of occurring in a given year, is 6.8 CCD. This elevation may be used as an upper limit to any design along the river.

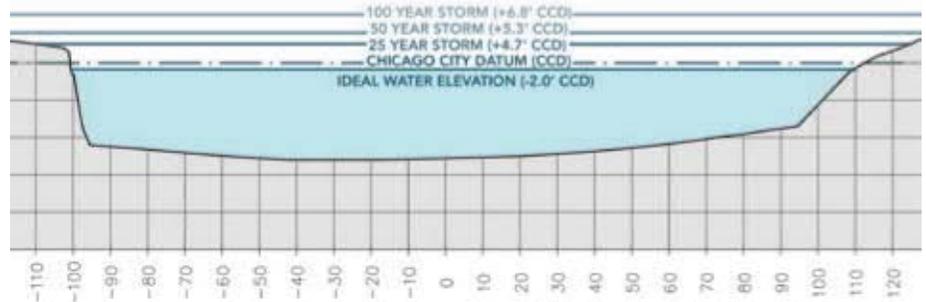


Figure 2-5: Maximum Water Surface Elevation Section

	25 YR STORM		50 YR STORM		100 YR STORM	
	MIN	MAX	MIN	MAX	MIN	MAX
CHANNEL VELOCITY	-0.3 ft/s	-0.7 ft/s	-0.6 ft/s	-1.3 ft/s	-1.4 ft/s	-3.0 ft/s
MAXIMUM WATER SURFACE ELEVATION	4.7 ft	4.8 ft	5.2 ft	5.3 ft	6.5 ft	6.8 ft

1. Because the river flow is reversed mechanically, velocities are reported as negative numbers by the model.

Table 2: Maximum Channel Velocity & Maximum Water Surface Elevation for Storm Events



Figure 2-6: Water Level Range of Variation

	MINIMUM	MAXIMUM
DESIGN ELEVATION	-4.5 ft (CCD)	6.8 ft (CCD)
DESIGN VELOCITY	0.0 ft/s	-3.0 ft/s

1. Each result in the table lists the maximum and minimum values that occur over the reach from Lake Street to 16th Street.

Table 3: Summary of Design Parameters

Lower limits are set to maintain minimal navigational depths of the channel as required by federal regulations. MWRDGC may manually drop the water levels on the River in anticipation of a storm, but can't let the water level in the River fall below -3.0 CCD without permission from USACE.

Upper limits at the Chicago River Controlling Works are set to prevent unintentional reversal into Lake Michigan. When the water level temporarily rises above the recommended level of -2.0 CCD during storms, flooding may occur on Riverwalk surfaces, as shown in Figures 2-7 to 2-8.

These figures show examples of the underbridge connection at Wells Street and the "floating gardens room" in between Franklin Street and Wells Street, under water following a record rainfall on October 14th 2017 - the wettest day in Chicago history.

Once water levels subsided, the City cleaned up the surfaces and the Riverwalk opened three days later. In terms of design, this means the Riverwalk segments should not only be able to be closed, but also that all materials used in the Riverwalk development should be able to withstand occasional flooding and simplify the associated post-flood maintenance.



Figure 2-7: Main Branch Riverwalk between Franklin Street and Wells Street. The Main Branch Riverwalk was designed to permit temporary flooding during major storm events.

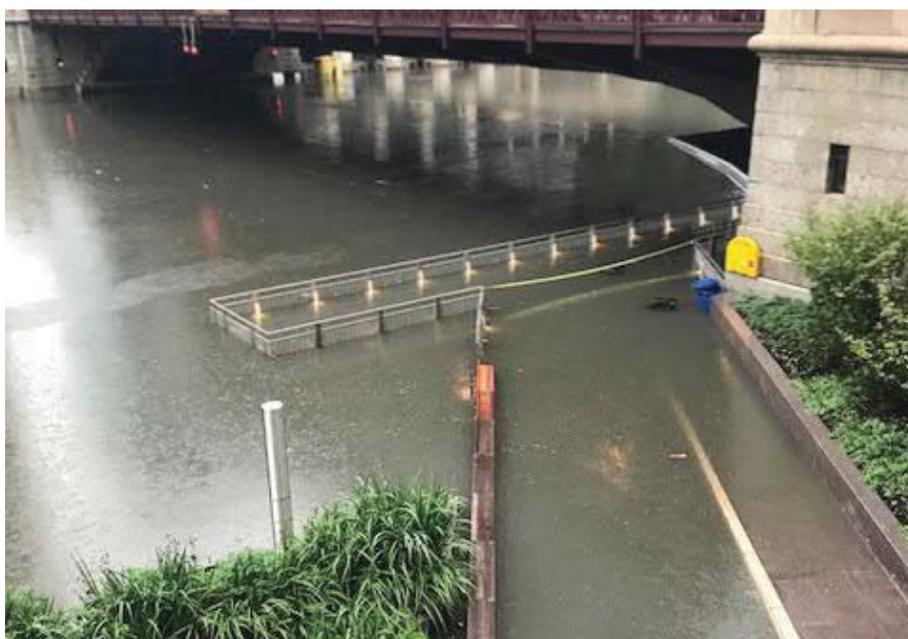
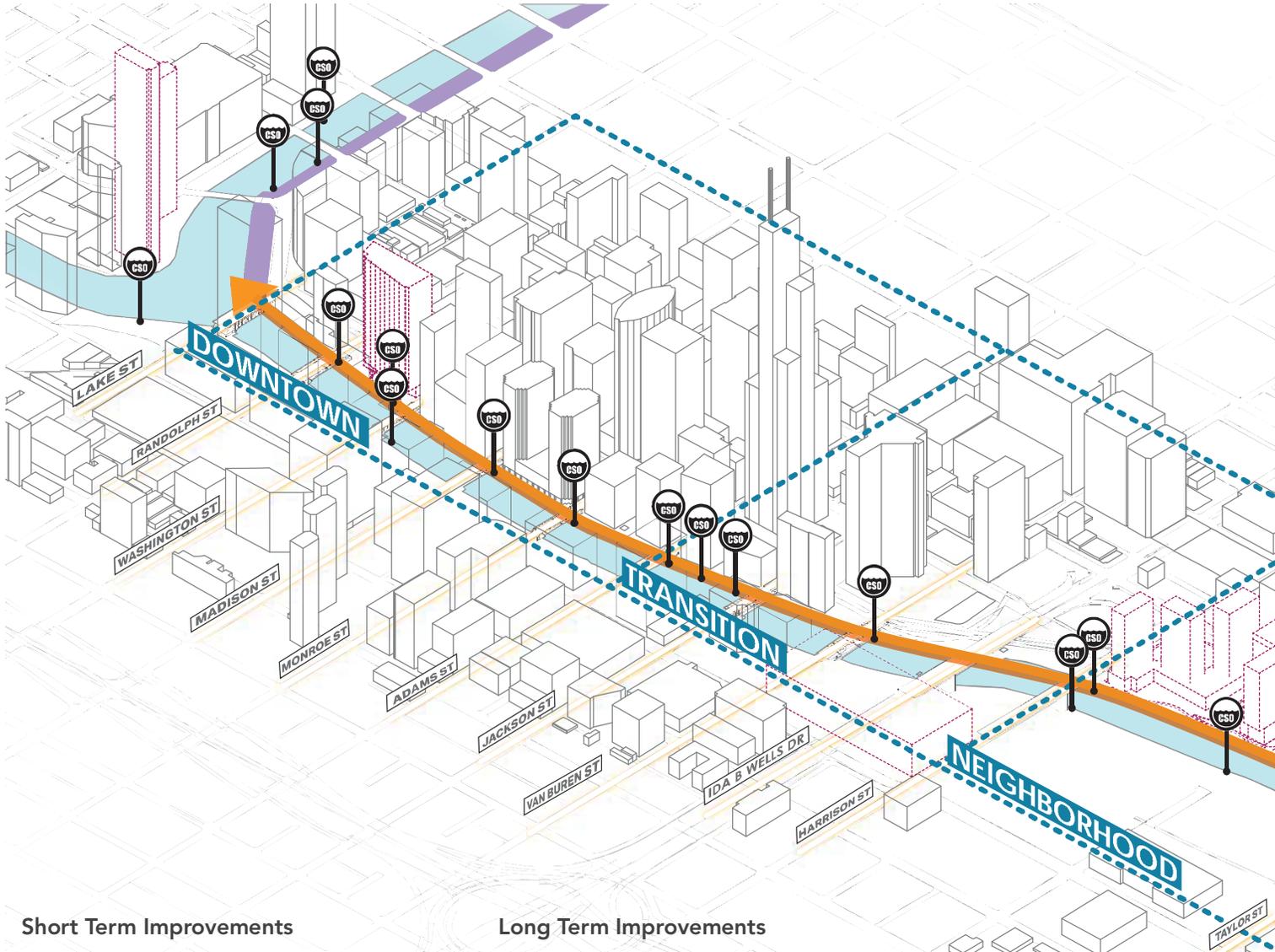


Figure 2-8: Main Branch Flooded at Wells Street underbridge. The street and underbridge was closed for record-breaking storms on Oct. 14, 2017 and reopened three days later.

### Data Sources

The topographic data used in this Plan includes both the upland topography and the bathymetry (underwater topography). The upland topography was provided by Cook County in 1-foot contour intervals. The bathymetry combines two different bathymetric surveys. In February and March of 2004, the United States Army Corps of Engineers (USACE) completed a bathymetric survey of the Chicago River. Then in 2006, the United States Geological Survey (USGS) conducted a bathymetric survey of the South Fork of the South Branch of the Chicago River, also known as Bubbly Creek. The University of Illinois at Urbana-Champaign generated a new base map that merged all of the Chicago River surveys into one file (See Appendix C for details).

# WATER QUALITY



## Short Term Improvements

Until CSO events can be eliminated completely, there are several short-term solutions that can also be implemented in the design of the South Branch Riverwalk to mitigate polluted outflows. These solutions include: trash collection and filtration, living machine filtration, naturalized plantings and use of dynamic biofilter media.

## Long Term Improvements

At the completion of each phase of the Tunnel and Reservoir Plan (TARP), MWRD enters a "shake out" period where they reassess the CSO problem areas. In 2029, the number of CSO discharges may occur at few enough outfalls that "end of pipe" treatment would be more feasible.



Trash Collection + Filtration



Living Machine Filtration



Naturalized Planting

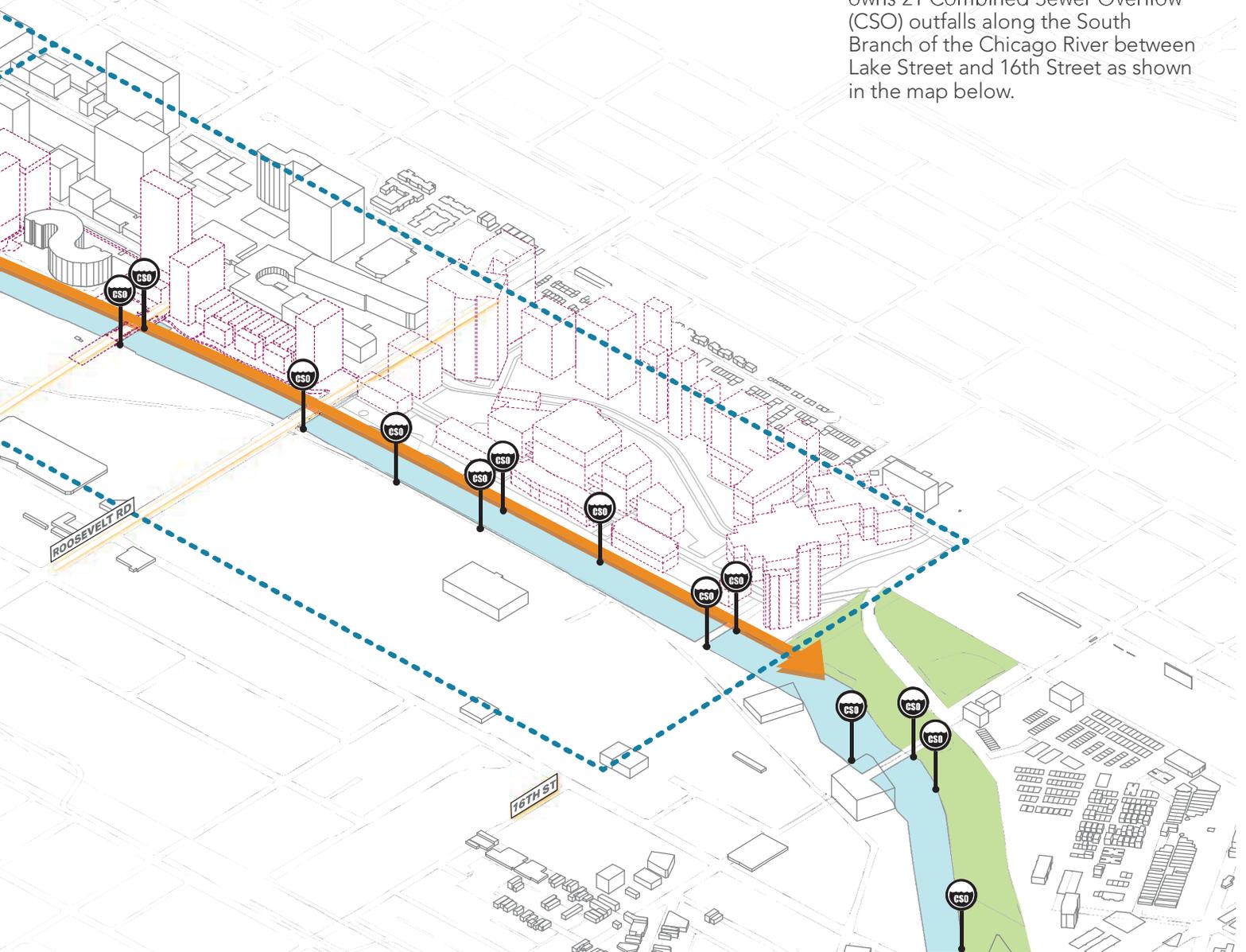


Dynamic Biofilter Media

## COMBINED SEWER OVERFLOWS (CSO)

One of the major water quality issues on the Chicago River stems from the use of Combined Sewer Overflows (CSOs). Combined sewers convey rainwater and sewage in the same pipes. Outfalls placed along the Chicago River provide relief from flooding during emergency significant storm events.

When heavy rainfall overwhelms the combined sewer system, the surplus stormwater and sewage must be released directly into the river at one or more outfalls. The City of Chicago owns 21 Combined Sewer Overflow (CSO) outfalls along the South Branch of the Chicago River between Lake Street and 16th Street as shown in the map below.







# 3

## BLOCK-BY-BLOCK

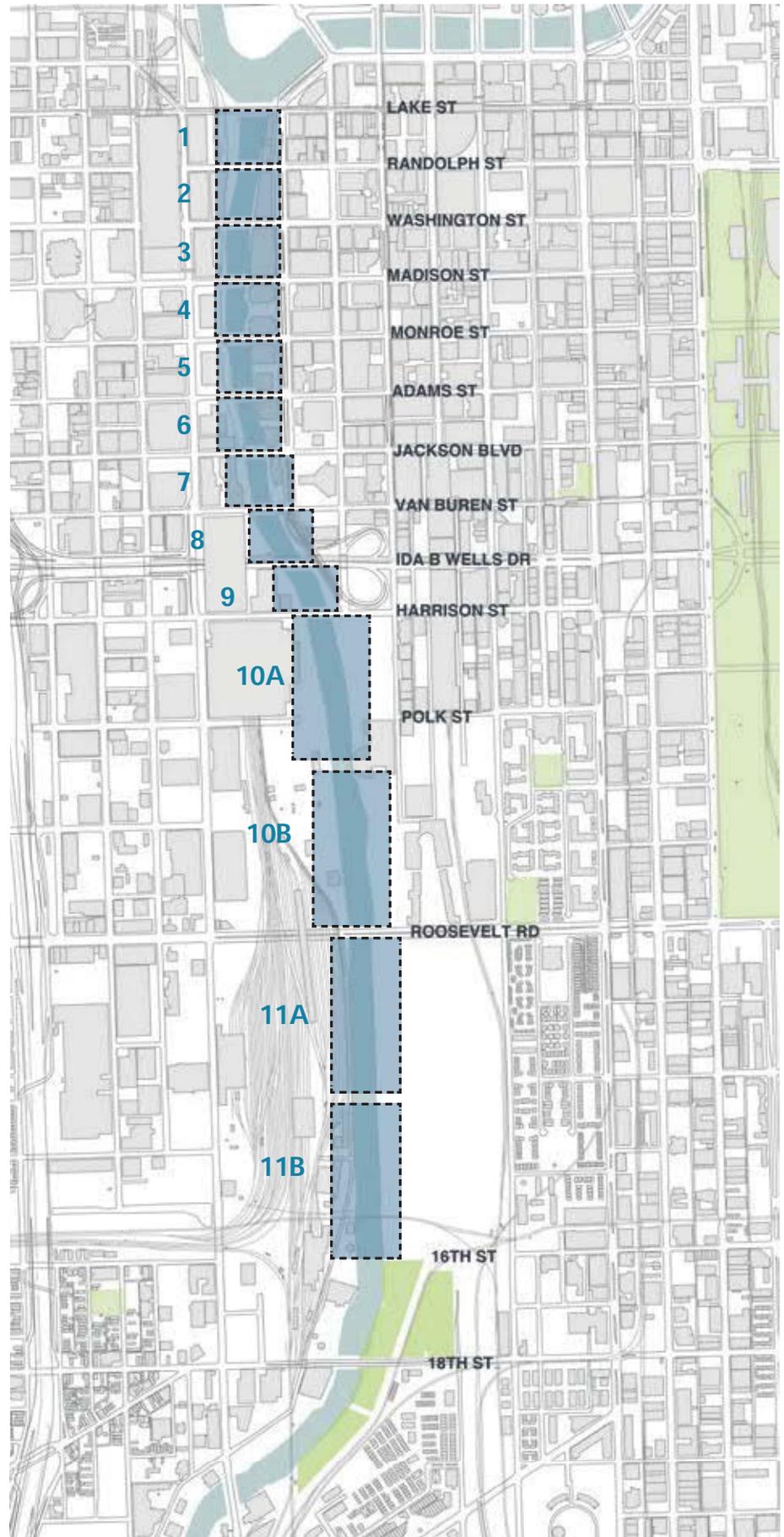
Evaluation of existing conditions and characteristics on a block-by-block basis to identify impacts associated with the South Branch Riverwalk Implementation. Block-by-block evaluation considers existing real estate, River edge conditions and location of access points.

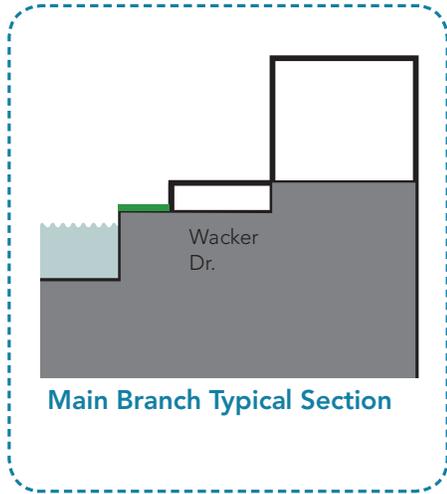
# EXISTING CONDITIONS

While proposed as a continuation of the Main Branch Riverwalk, the South Branch context is significantly different:

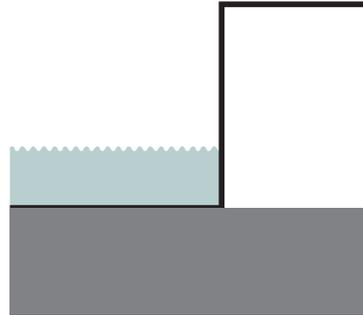
- The South Branch of the Chicago River is visually more constrained than the Main Branch.
- Private development meets the River edge along the majority of the South Branch, whereas public land was available for Riverwalk development on the Main Branch next to the publicly controlled Wacker Drive.
- Lower Wacker Drive along the Main Branch provides more access to leasable concessionaire space under City operations and management.
- A narrower navigable waterway on the the South Branch constrains expansion into the River, especially affecting proposed underbridge crossings and connections to the existing City street grid.
- The South Branch has much higher industrial boat traffic than the Main Branch, but less recreational traffic.

The opposite page shows the range of typical sections encountered along the South Branch. The variation across the two mile project area makes it critical to conduct a detailed analysis of each block from Lake Street to 16th Street.

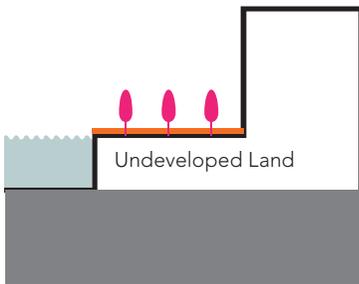




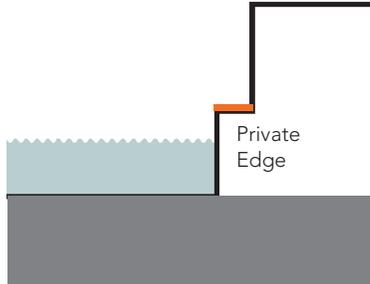
**Main Branch Typical Section**



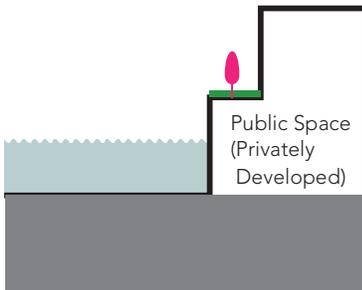
**Building Edge Section**  
Washington to Madison



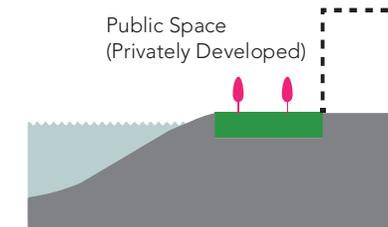
**Undeveloped Edge Section**  
Partial block north of Van  
Buren to Harrison



**Private Edge Section**  
Lake to Washington and partial  
block south of Jackson

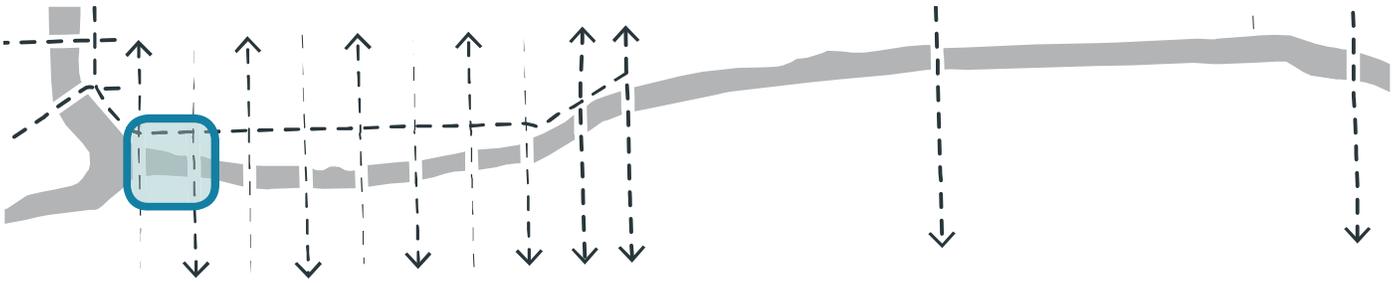


**Public Edge at Upper and  
Lower Level Section**  
Madison to Jackson



**Future Setback Edge Section**  
Harrison to 16th

# 1 | LAKE STREET TO RANDOLPH STREET



Lake Street marks the transition zone between the Main Branch of the existing Riverwalk to the new South Branch Riverwalk.

## BLOCK INVENTORY

The Lake Street Bridge has a base that extends into the River on the west side. The area just south of its base is typically not usable for large vessel traffic. This Bridge has three dolphins for protection: two on the west side - north and south of the bridge base, and one on the northeast side.

Current Use of East Side: Commercial

Riverwalk Level Conditions: Private walkway used by restaurant and office

Street Level Conditions: Private building, no access to the River

Channel Width (mid-block): 195'

Channel Width Under Lake St. Bridge: 209'

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

- ① **150 N WACKER DR**  
Owner: Primavera Family LP  
Condition: Built 1970, renovated 2001  
Use: Office  
Zoning: DC-16
- ② **160 N WACKER DR**  
Owner: United Cerebral Palsy Assoc.  
Condition: Built 1927, renovated 1985  
Use: Office  
Zoning: DC-16
- ③ **180 N WACKER DR**  
Owner: Greenstone Partners  
Condition: Built 1923, renovated 1981  
Use: Office  
Zoning: DC-16

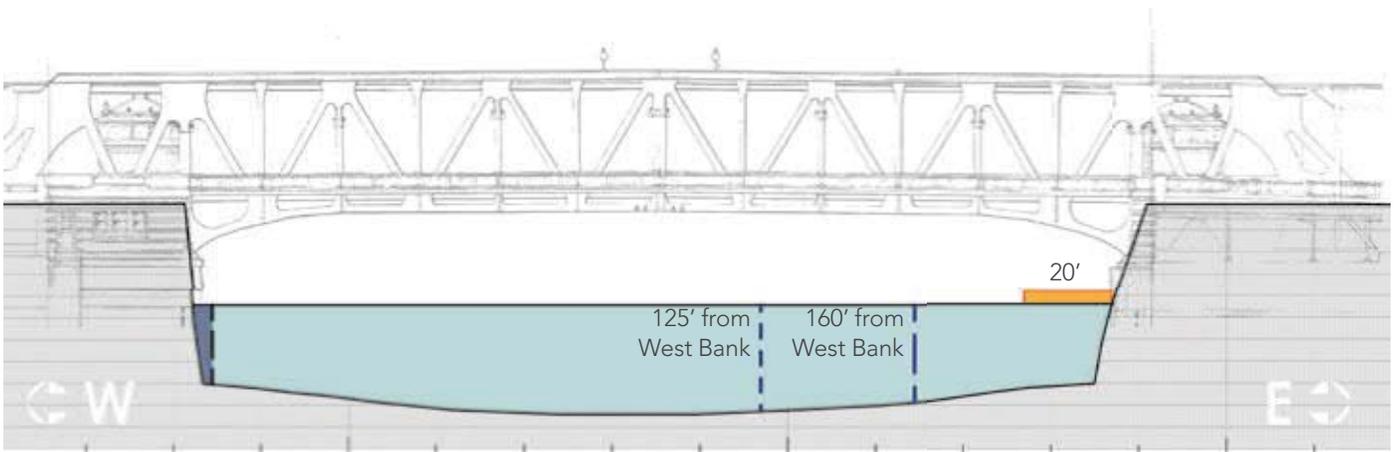
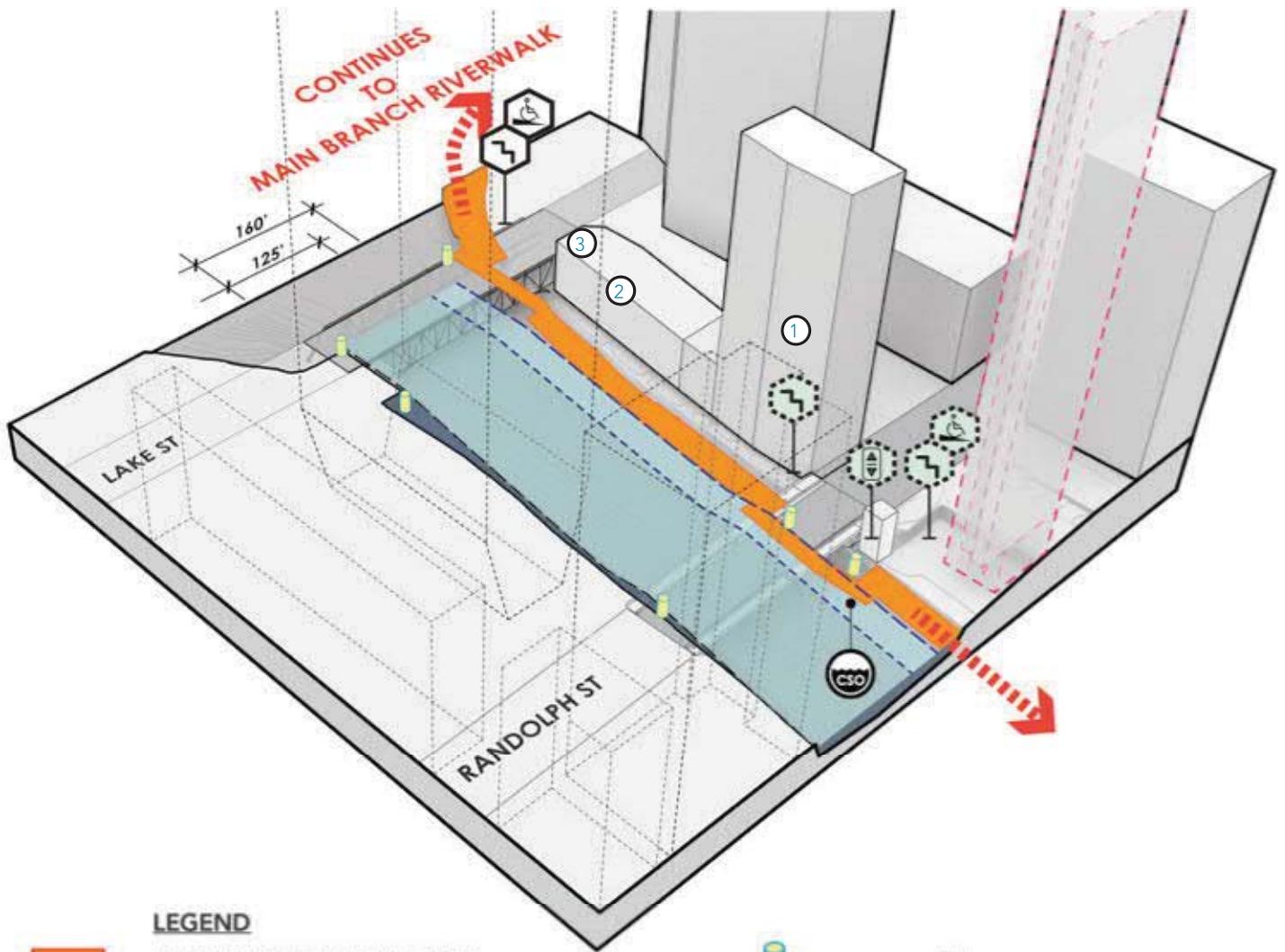


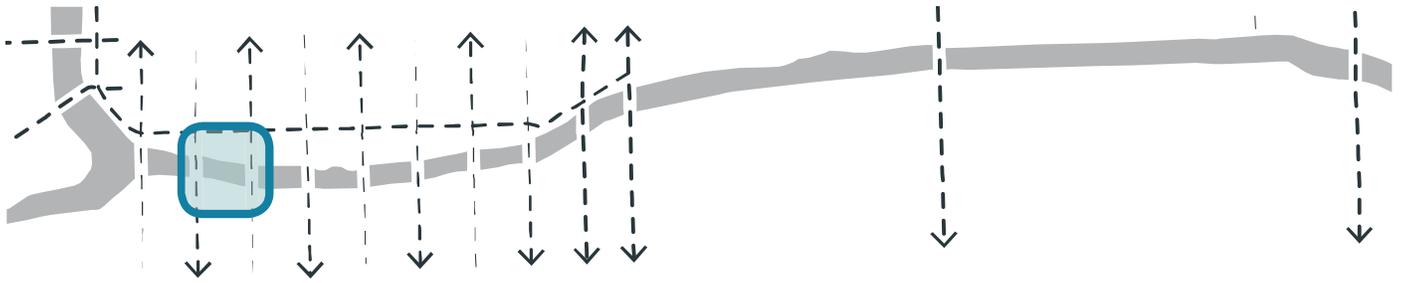
Figure 3-1: Lake Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚡ EXISTING | PROPOSED STAIRCASE

## 2 | RANDOLPH STREET TO WASHINGTON STREET



The new 110 North Wacker tower will introduce new activity at the river level and a publicly accessible riverwalk set behind the building's structural columns.

### BLOCK INVENTORY

The Randolph Street Bridge has bases that extend into the River on both the east and west sides. It has three dolphins for protection: two on the east side - north and south of the bridge base, and one on the northwest side. There are potential tunnel conflicts at Randolph Street and Washington Street (See Appendix D).

Current Use of East Side: Commercial

Riverwalk Level Conditions: Private development under construction. The development will have a small patio for the adjoining leasable space, with an 8' service walkway on the remaining portion of the block

Street Level Conditions: Private development under construction will provide a public plaza

Channel Width (mid-block): 195'

Channel Width Under Randolph St. Bridge: 160'

Target Design Area: See plan (pg. 30-33)

### BUILDING INVENTORY

#### ① 110 N WACKER DR

Owner: Howard Hughes Corporate

Condition: Under construction  
(est. completion 2020)

Use: Office

Zoning: PD 1369

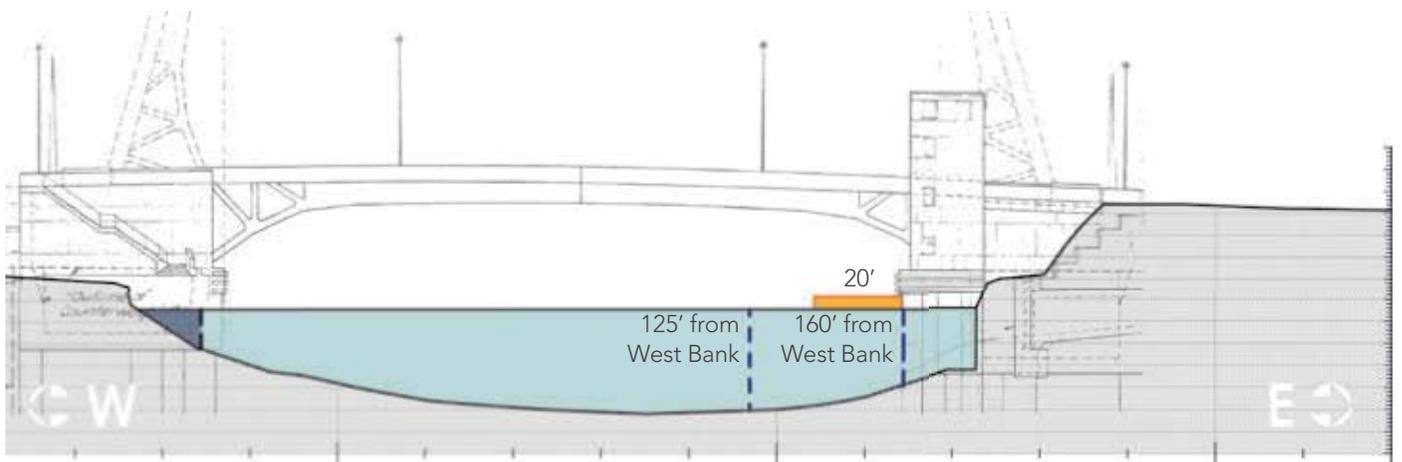
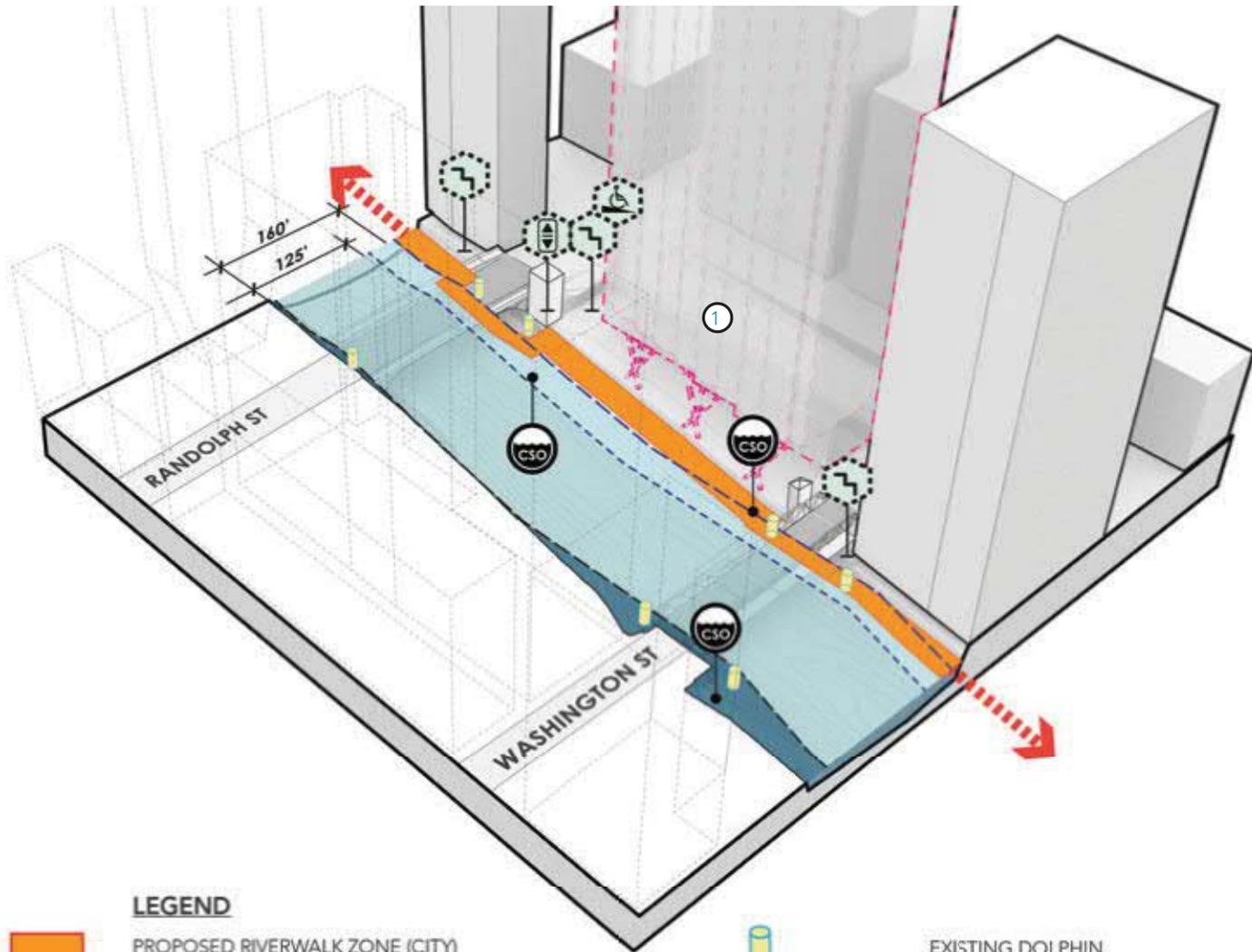


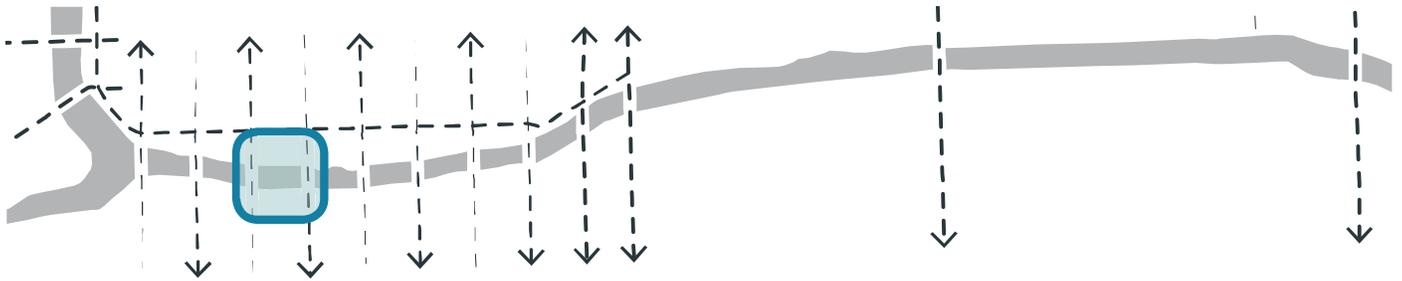
Figure 3-2: Randolph Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- EXISTING | PROPOSED ADA RAMP
- EXISTING | PROPOSED ELEVATOR
- EXISTING | PROPOSED STAIRCASE

### 3 | WASHINGTON STREET TO MADISON STREET



This block is anchored by the iconic facade of the Civic Opera Building with the Art Deco armchair massing facing Riverside Plaza across the River.

#### BLOCK INVENTORY

The Washington Street Bridge has a base that extends into the River on the west side. The area just north of this bridge base is typically not usable for large vessel traffic. It has four dolphins for protection - two on each side of the River, north and south of the bridge bases. The area on the west side between Washington Street and Madison Street has a dock for the Wendella Water Taxis and some wooden structures that protect the water intake pipes. Those structures, along with the Civic Opera Building's service catwalk and intake pipes on the east side, limit the usable width of the River. The building is a designated City landmark. There is also a potential tunnel conflict at Washington Street (See Appendix D).

Current Use of East Side: Commercial

Riverwalk Level Conditions: Narrow catwalk for Civic Opera Building employees servicing its legacy cooling system's intake pipes

Street Level Conditions: Private, no walkway; "Peacock Alley" behind the Civic Opera's facade is integral to performance preparations, limiting potential for connections into the Civic Opera Building

Channel Width (mid-block): 195'

Channel Width Under Washington St. Bridge: 170'

Target Design Area: See plan (pg. 30-33)

#### BUILDING INVENTORY

- ① **20 N WACKER DR**  
(Civic Opera Building)  
Owner: Berkley Properties LLC  
Condition: Built 1929, renovated 2015  
Use: Office / Performing Arts Venue  
Zoning: DC-16, Chicago Landmark

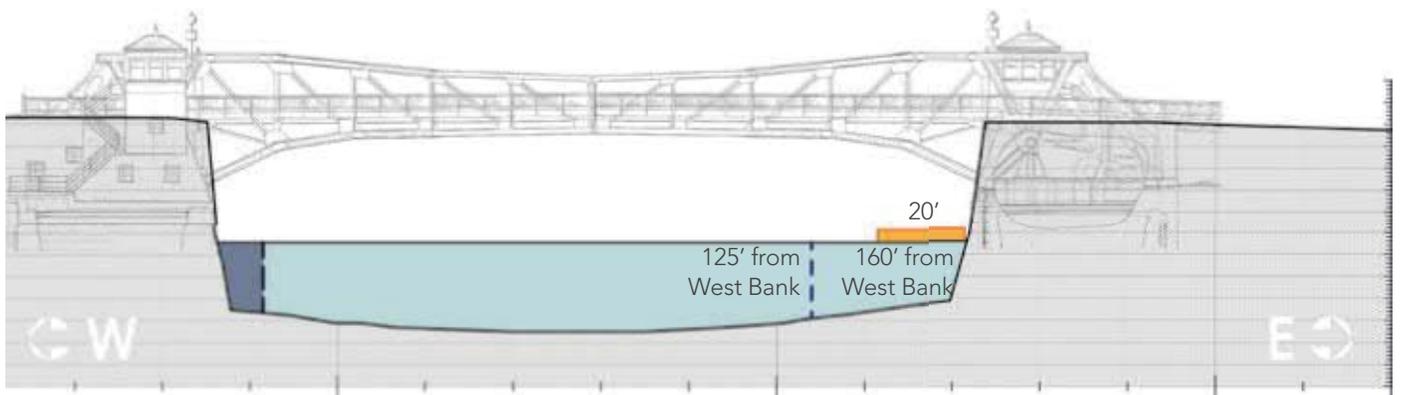
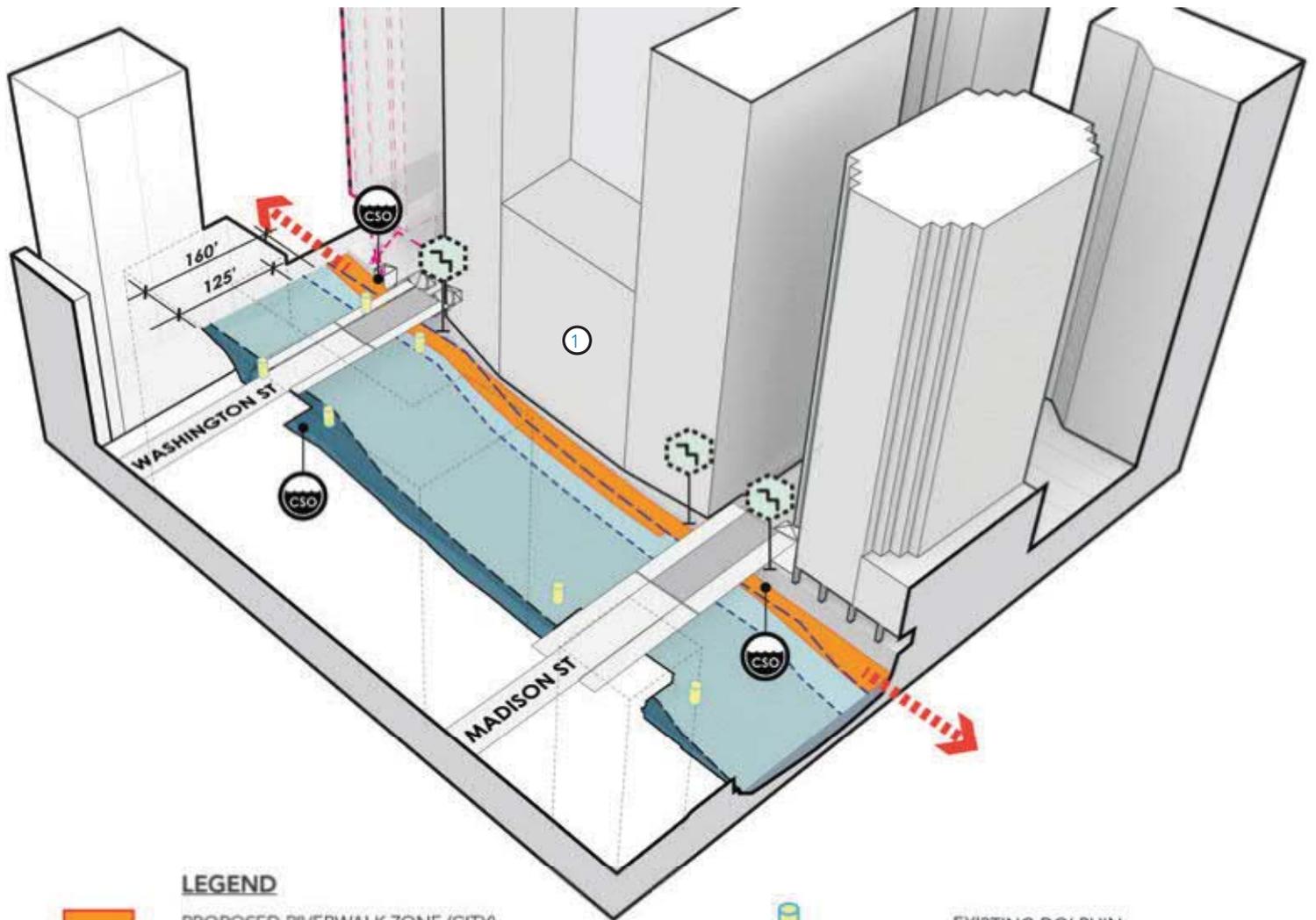


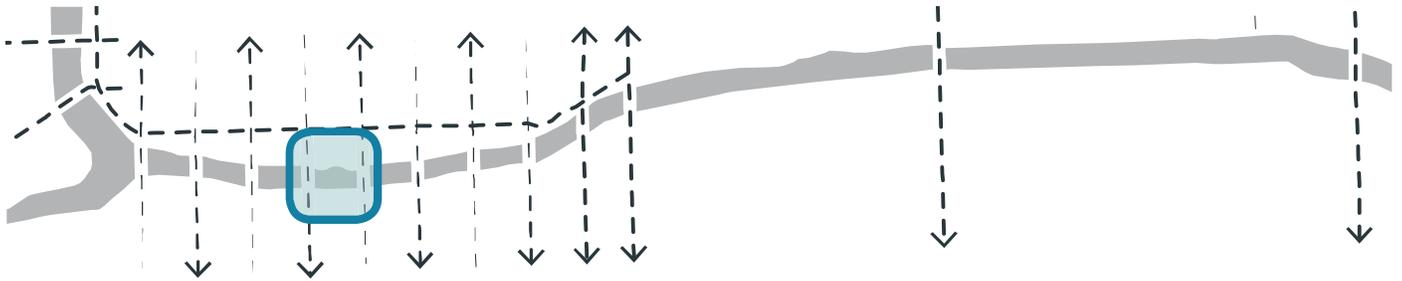
Figure 3-3: Washington Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚡ EXISTING | PROPOSED STAIRCASE

## 4 | MADISON STREET TO MONROE STREET



A block-long riverside colonnade at the street level along the west side of the Chicago Mercantile Exchange Center (CME Center) meets at the Madison and Monroe Bridges.

### BLOCK INVENTORY

The Madison Street Bridge has a base that extends into the River on the west side. The area just south of this base is typically not usable for large vessel traffic. Madison Street Bridge has two dolphins for protection – both on the west side of the River.

Current Use of East Side: Commercial

Riverwalk Level Conditions: No walkway

Street Level Conditions: Public walkway with adjoining restaurant

Channel Width (mid-block): 195'

Channel Width Under Madison St. Bridge: 188' (168' effective clearance)

Target Design Area: See plan (pg. 30-33)

### BUILDING INVENTORY

① **10-30 S WACKER DR**  
(CME Center)

Owner: Tishman Speyer

Condition: Built 1983,1987

Use: Office

Zoning: PD 256

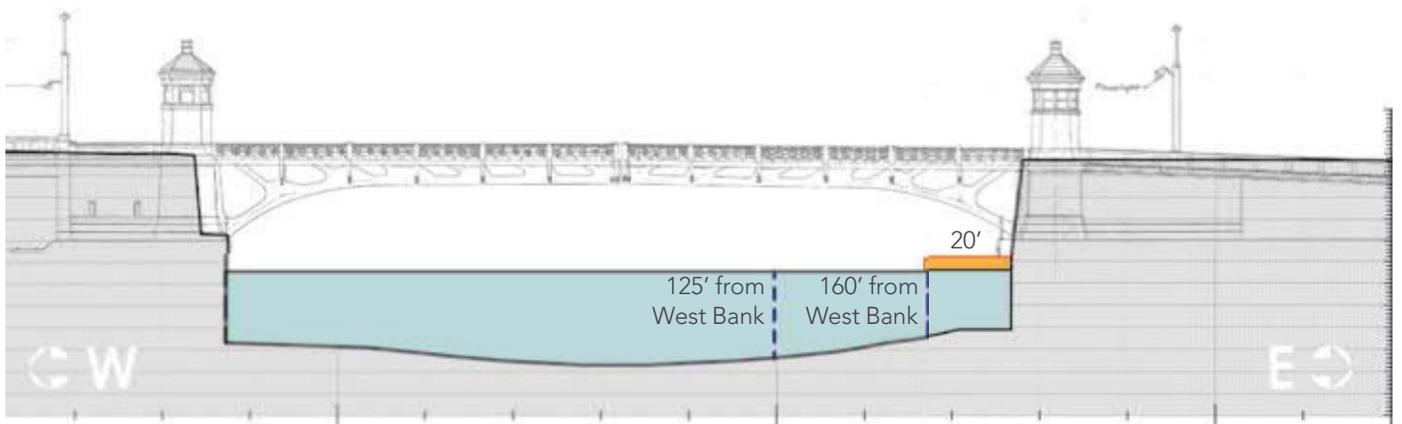
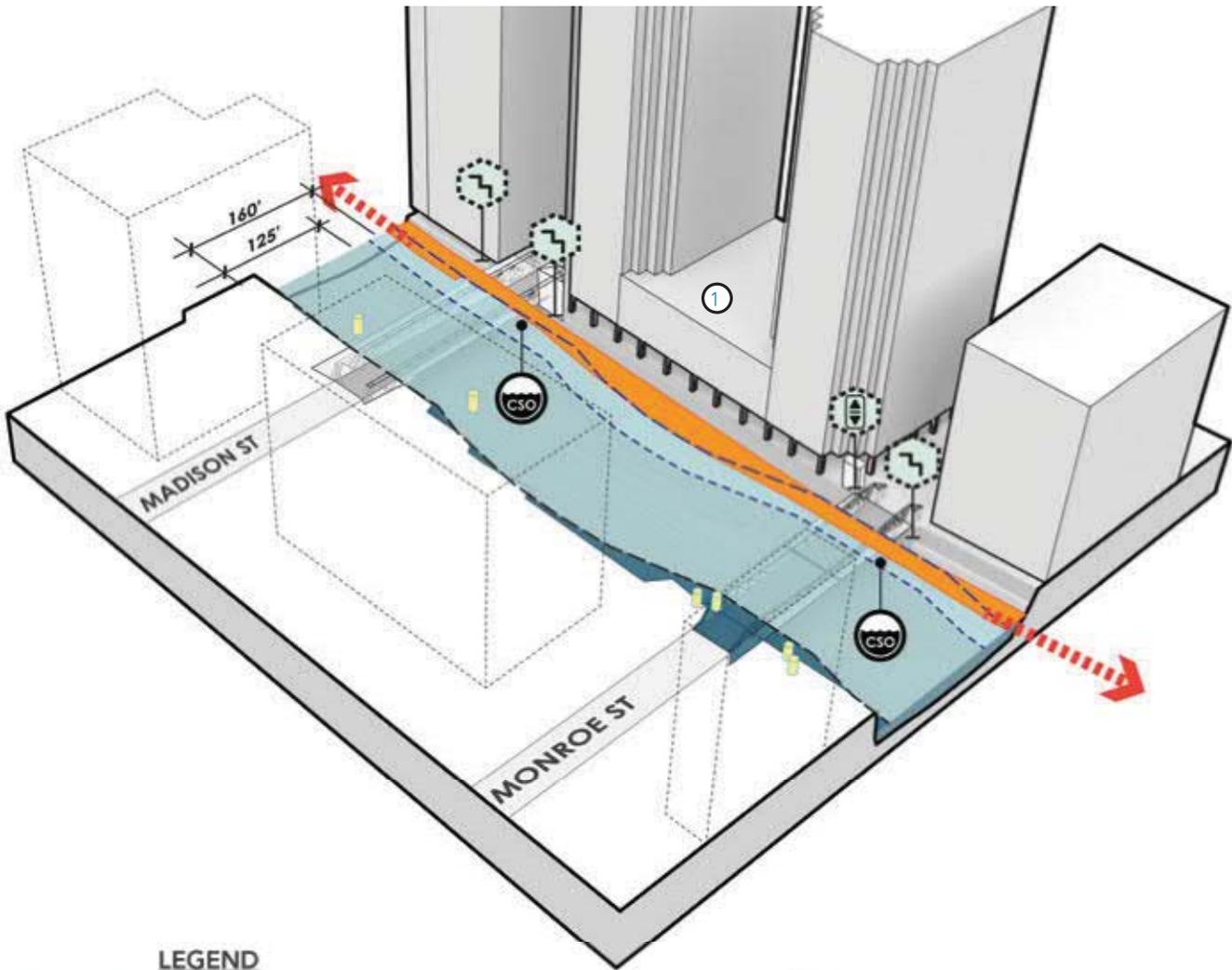


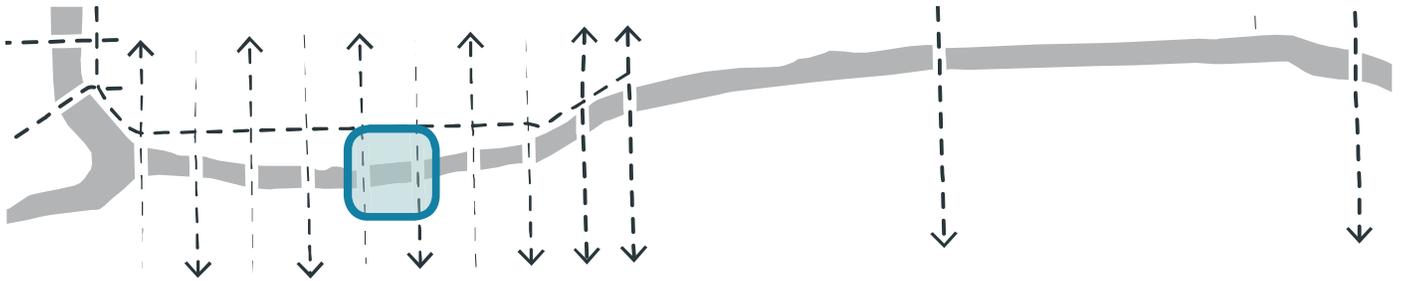
Figure 3-4: Madison Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚙ EXISTING | PROPOSED STAIRCASE

# 5 | MONROE STREET TO ADAMS STREET



Two buildings at both ends of the block create a mid-block plaza accessible from Wacker Dr and connecting to a continuous, street level walk overlooking the River.

## BLOCK INVENTORY

The Monroe Street Bridge has a base that extends into the River on the west side. The area just south of this base is typically not usable for large vessel traffic. It has four dolphins for protection – all on the west side of the River, two north and two south of the bridge base. There is a potential tunnel conflict at Monroe Street (See Appendix D).

Current Use of East Side: Commercial

Riverwalk Level Conditions: No walkway

Street Level Conditions: Public walkway

Channel Width (mid-block): 195'

Channel Width Under Monroe St. Bridge: 165'

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

### ① 100 S WACKER DR

Owner: Barrington Ventures, LLC.  
Condition: Built 1961, renovated 2015  
Use: Office  
Zoning: DC-16

### ② 150 S WACKER DR (The Schwab Center)

Owner: Barrington Ventures, LLC.  
Condition: Built 1971, renovated 2007  
Use: Office  
Zoning: DC-16

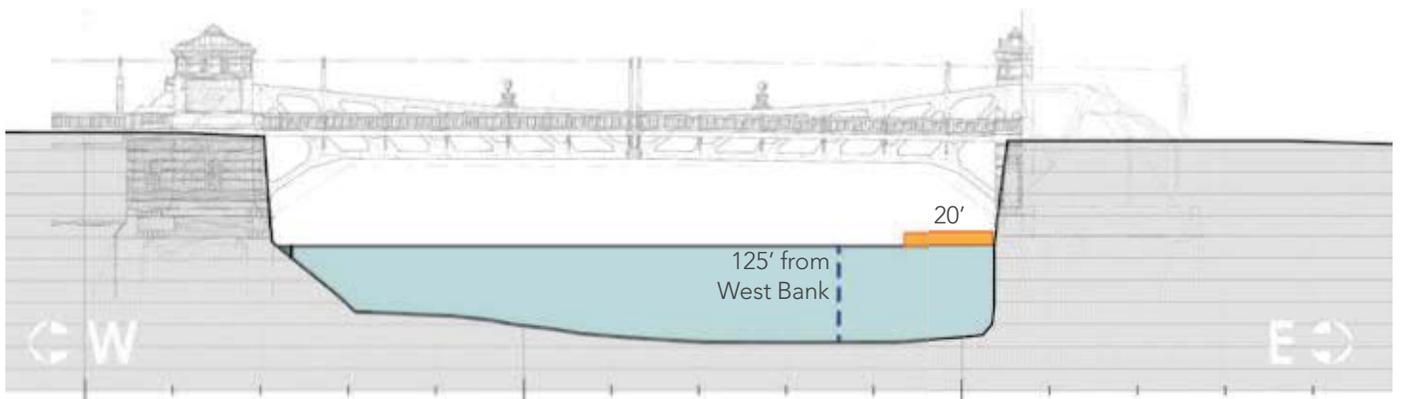
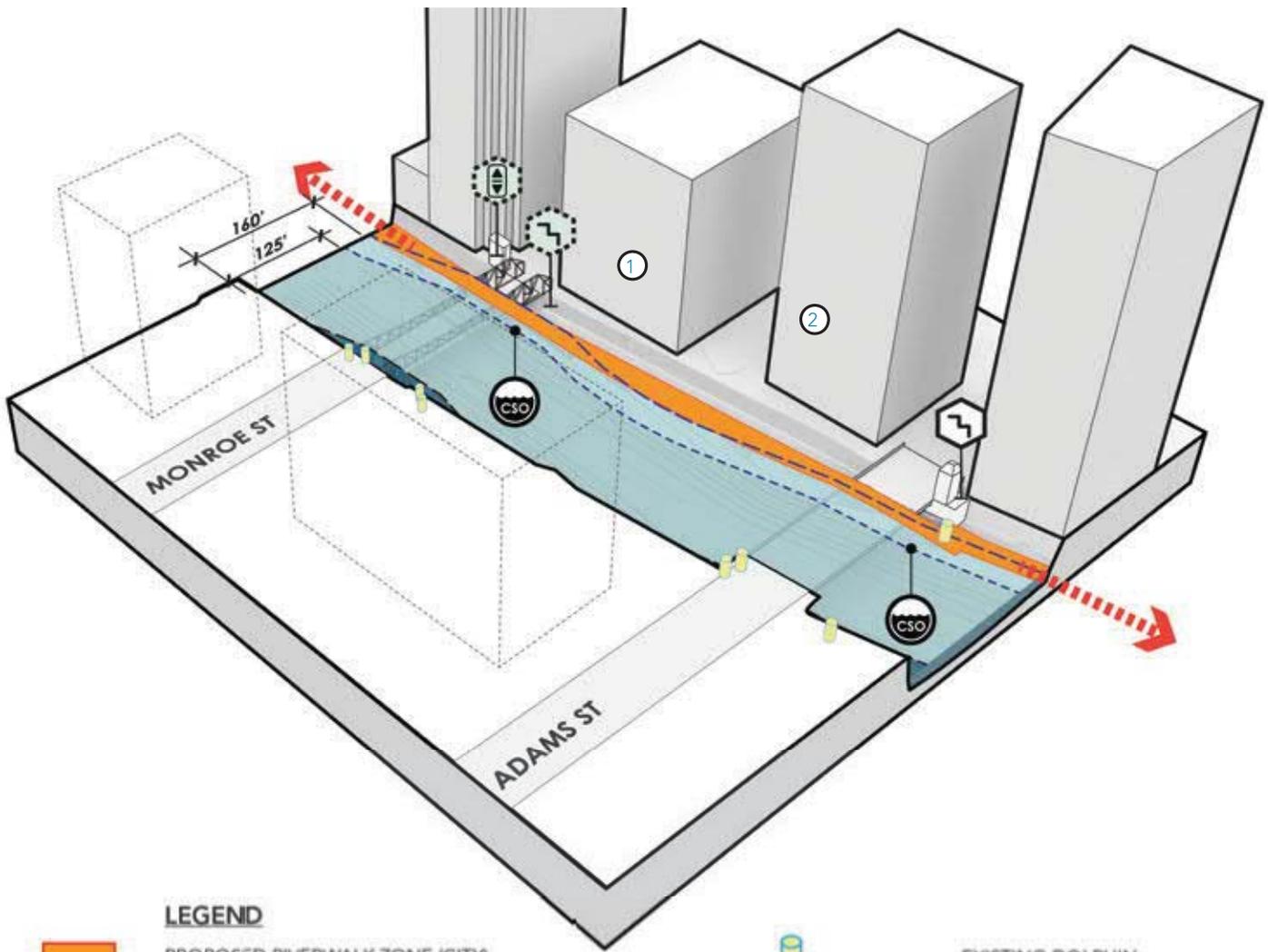


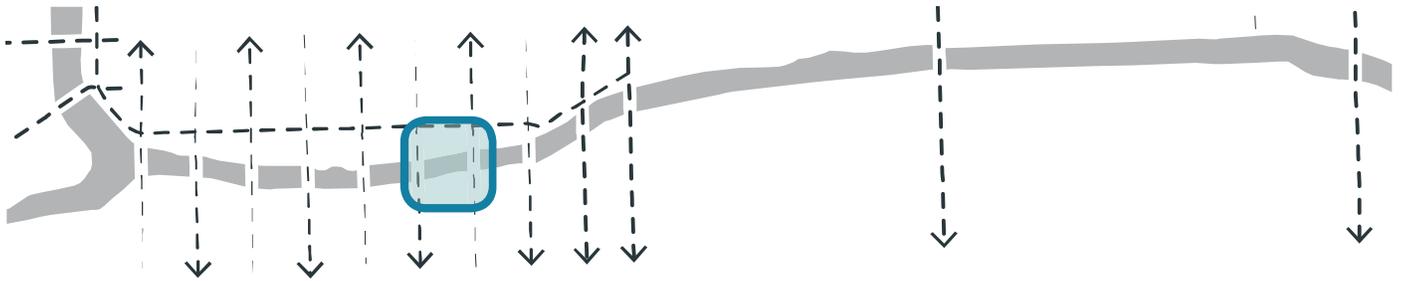
Figure 3-5: Monroe Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆️ EXISTING | PROPOSED ELEVATOR
- 🪜 EXISTING | PROPOSED STAIRCASE

## 6 | ADAMS STREET TO JACKSON BOULEVARD



Adams Street curves along a slight River bend offering unique perspectives; a pocket park area emerges between two office buildings along the River's edge.

### BLOCK INVENTORY

The Adams Street Bridge has a base that extends into the River on the west side. The area just north of this base is typically not usable for large vessel traffic. It has a total of four dolphins for protection: three on the west - two of which are north of the bridge base and one on the south; one on the southeast. The River begins notably turning at this block. There are two existing Water Taxi docks on both sides of the River, serving Union Station. There are also potential multi-level tunnel conflicts at Jackson Boulevard (See Appendix D).

Current Use of East Side: Two commercial buildings separated by Quincy Park

Riverwalk Level Conditions: Limited public walkway for commercial building, water taxi stop and adjacent parklet in Quincy's right-of-way

Street Level Conditions: Public plaza on north half of block

Channel Width (mid-block): 195'

Channel Width Under Adams St. Bridge: 173'

Target Design Area: See plan (pg. 30-33)

### BUILDING INVENTORY

#### ① 200 S WACKER DR

Owner: John Hancock Real Estate

Condition: Built 1981, renovated 2011

Use: Office

Zoning: DC-16

#### ② 250 S WACKER DR

Owner: Credit Suisse Securities USA, LLC.

Condition: Built 1958, renovated 2006

Use: Office

Zoning: DC-16

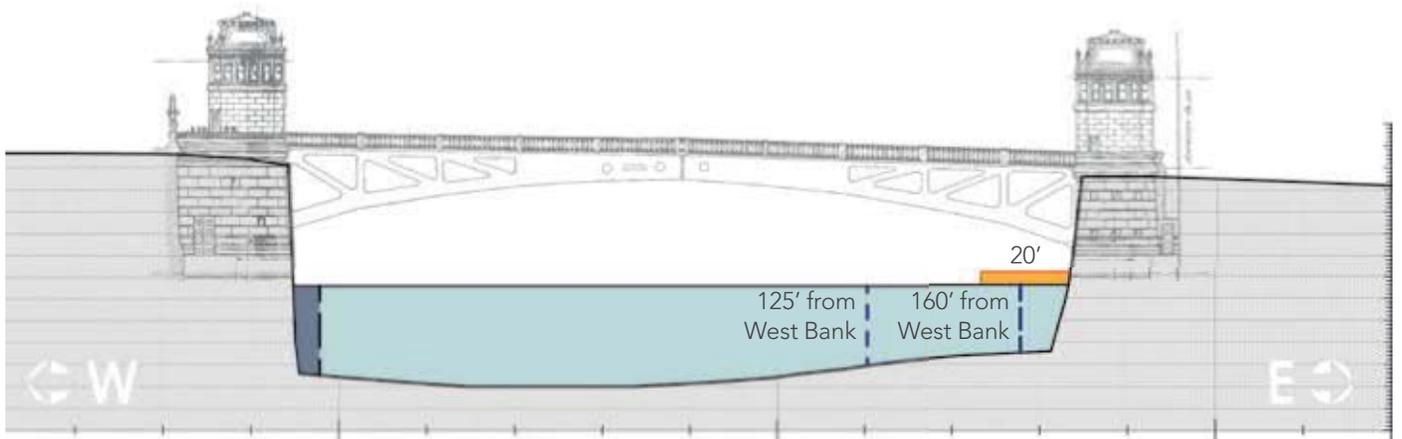
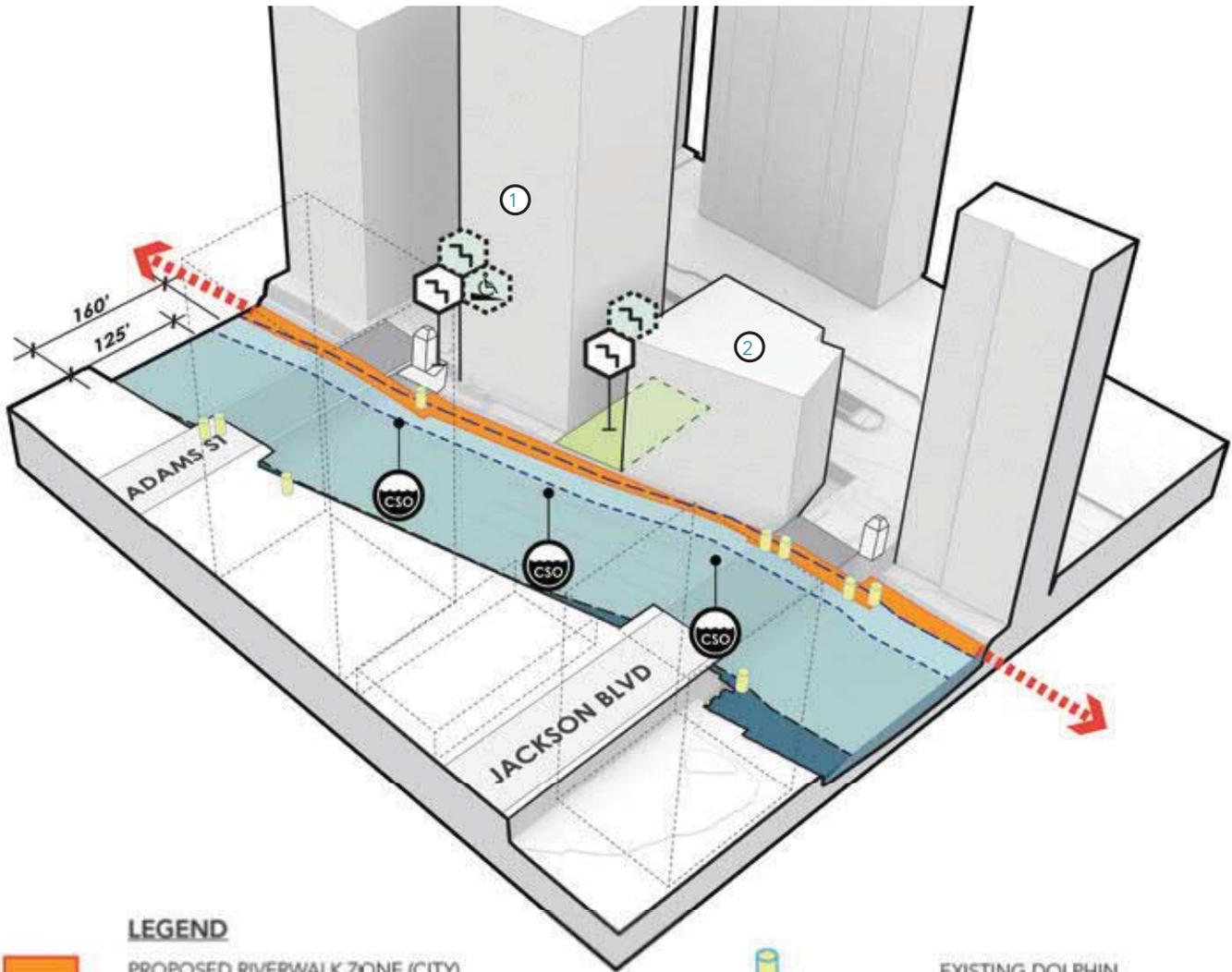


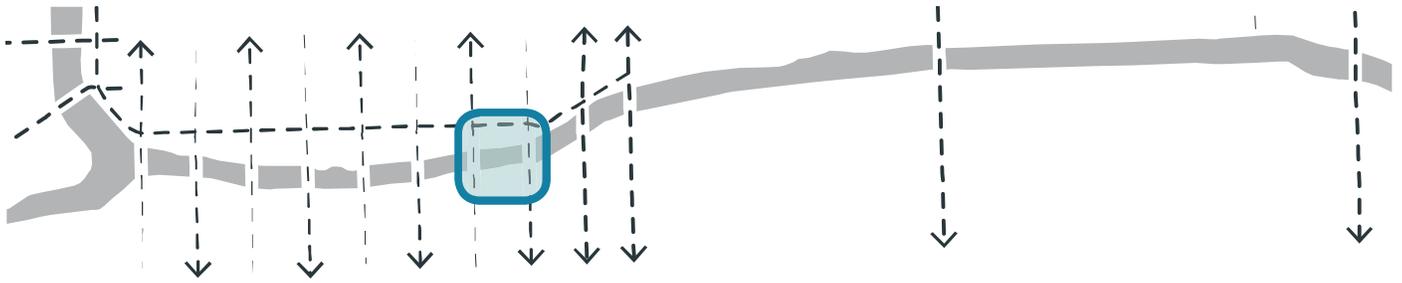
Figure 3-6: Adams Street Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚙ EXISTING | PROPOSED STAIRCASE

# 7 | JACKSON BOULEVARD TO VAN BUREN STREET



A modest green space begins the transition from canyon-like vistas to more open views.

## BLOCK INVENTORY

The Jackson Boulevard Bridge has a base that extends into River on the west side. It has multiple dolphins for protection – four on the east side along the bridge base and one at the southwest corner. The west side has the remaining foundation of a previously demolished rapid transit structure that limits the usable width of the River in this area. There are also potential multi-level tunnel conflicts at Jackson Boulevard and Van Buren Street (See Appendix D).

Current Use of East Side: Commercial (north), vacant (south)

Riverwalk Level Conditions: Vacant land with private walkway and building's equipment. Vacant land to the south of 300 S. Wacker is partially owned by the building and partially owned by the City

Street Level Conditions: No walkway

Channel Width (mid-block): 180' (due to the concrete in the River channel on the west bank)

Channel Width Under Jackson Blvd. Bridge: 175'

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

### ① 300 S WACKER DR

Owner: Golub & Company

Condition: Built 1971, renovated 1990

Use: Office

Zoning: DC-16

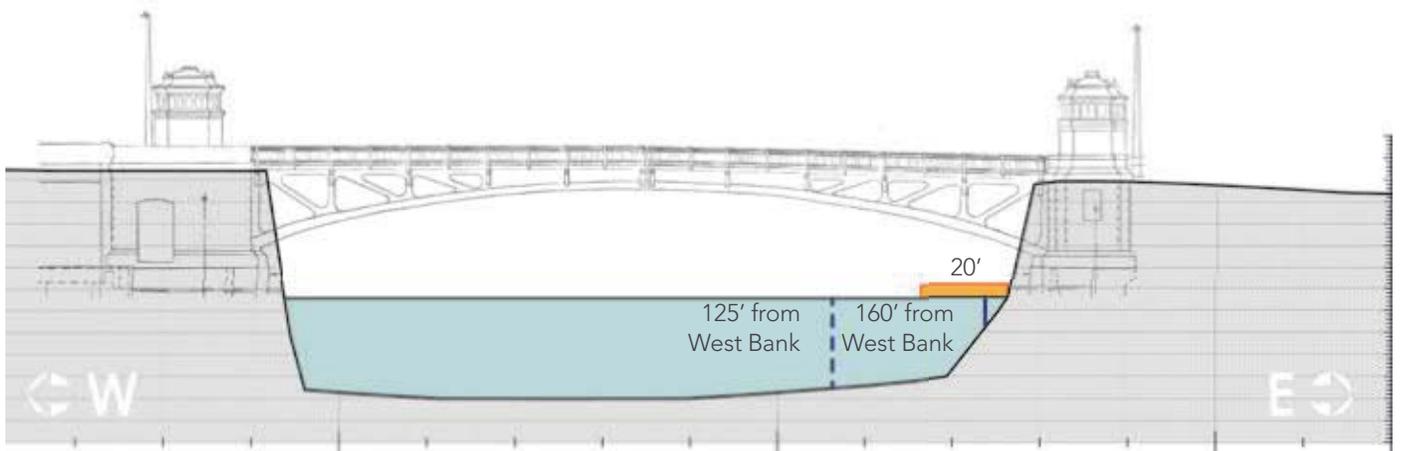
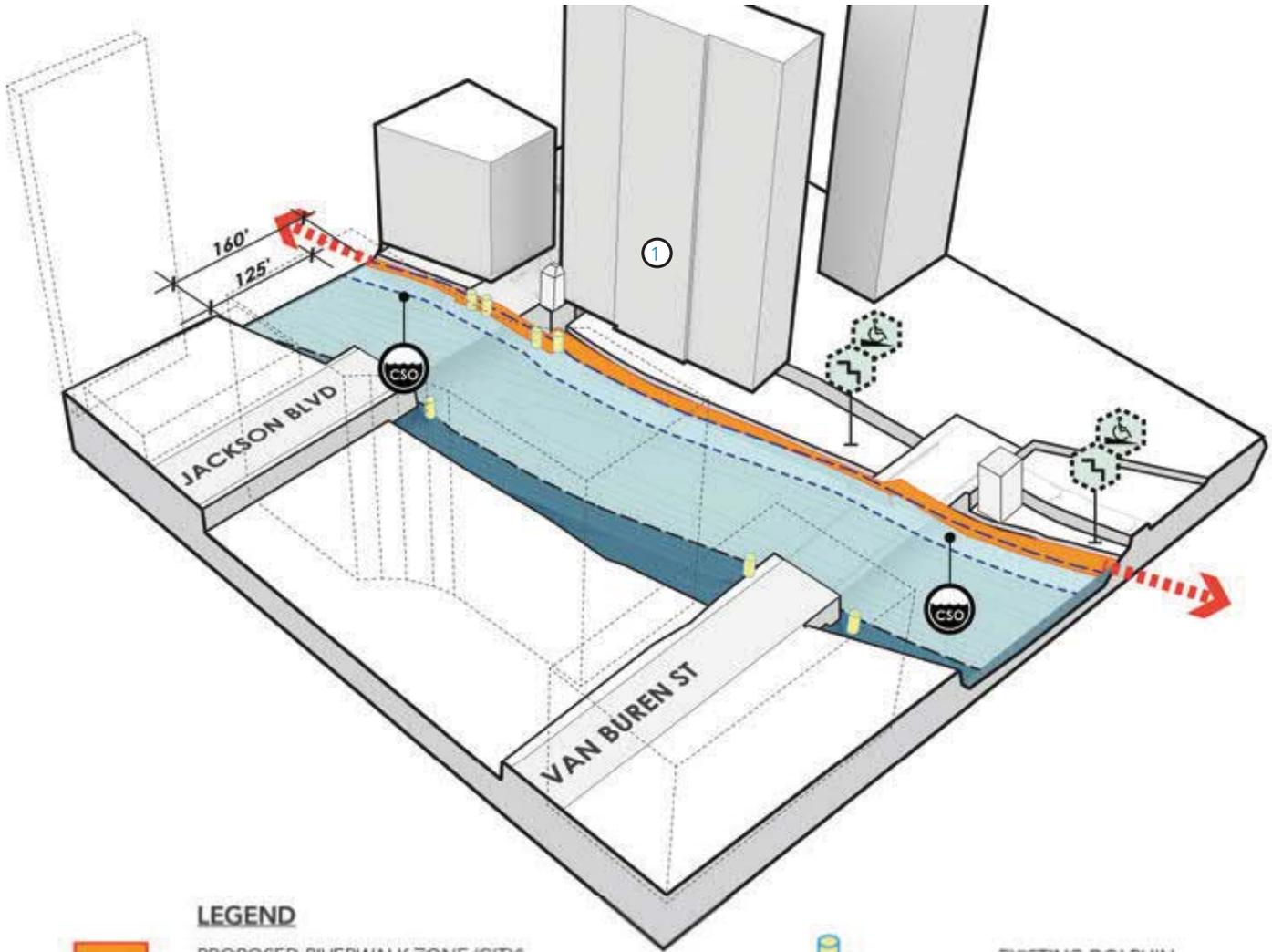


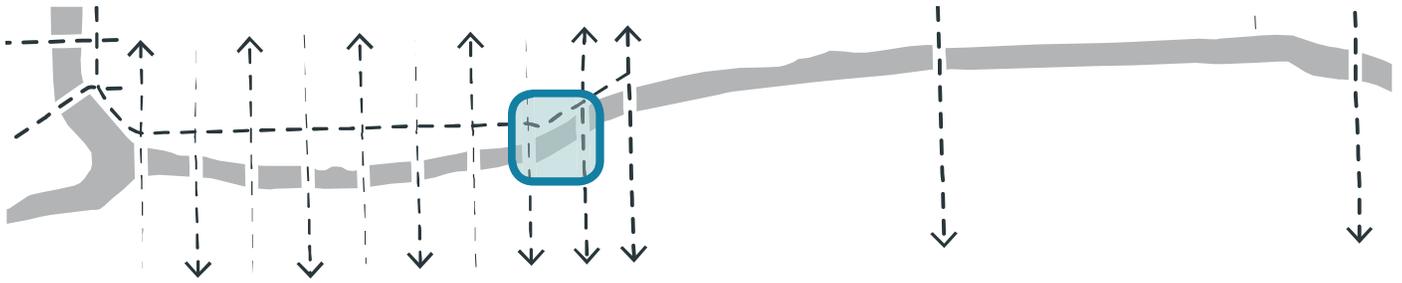
Figure 3-7: Jackson Blvd. Bridge Section



**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚙ EXISTING | PROPOSED STAIRCASE

## 8 | VAN BUREN STREET TO IDA B. WELLS DRIVE



The east side, south of Van Buren is dominated by a tall, blank retaining wall for the Wacker Dr ramp in close proximity to the River.

### BLOCK INVENTORY

The Van Buren Street Bridge has a base that extends into River on the west side. The area just south of this base is typically not usable for large vessel traffic. It has two dolphins for protection, both on the west side of the River. The River bends to turn southeast at this block. There are potential tunnel conflicts at Van Buren Street and Ida B. Wells Drive (See Appendix D).

Current Use of East Side: Transportation Infrastructure (Lower Wacker Drive ramps)

Riverwalk Level Conditions: No walkway

Street Level Conditions: No walkway

Channel Width (mid-block): 190'

Channel Width Under Van Buren St. Bridge: 182' (170' effective clearance)

Target Design Area: See plan (pg. 30-33)

### BUILDING INVENTORY

#### ① SOUTH WACKER DR RAMP

Owner: CDOT

Condition: Existing

Use: Transportation Infrastructure

Zoning: DC-16, DX-12

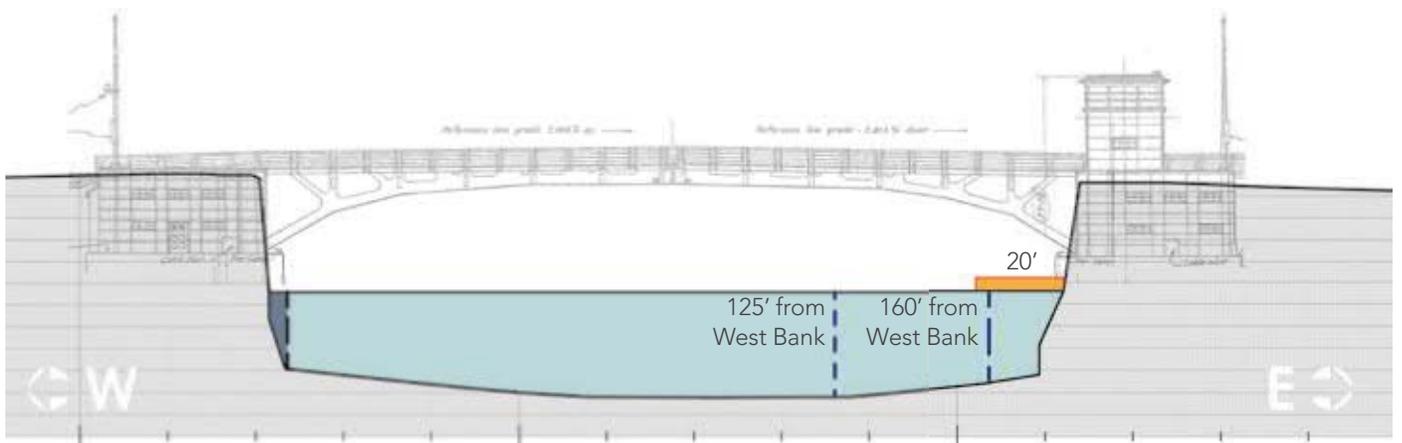
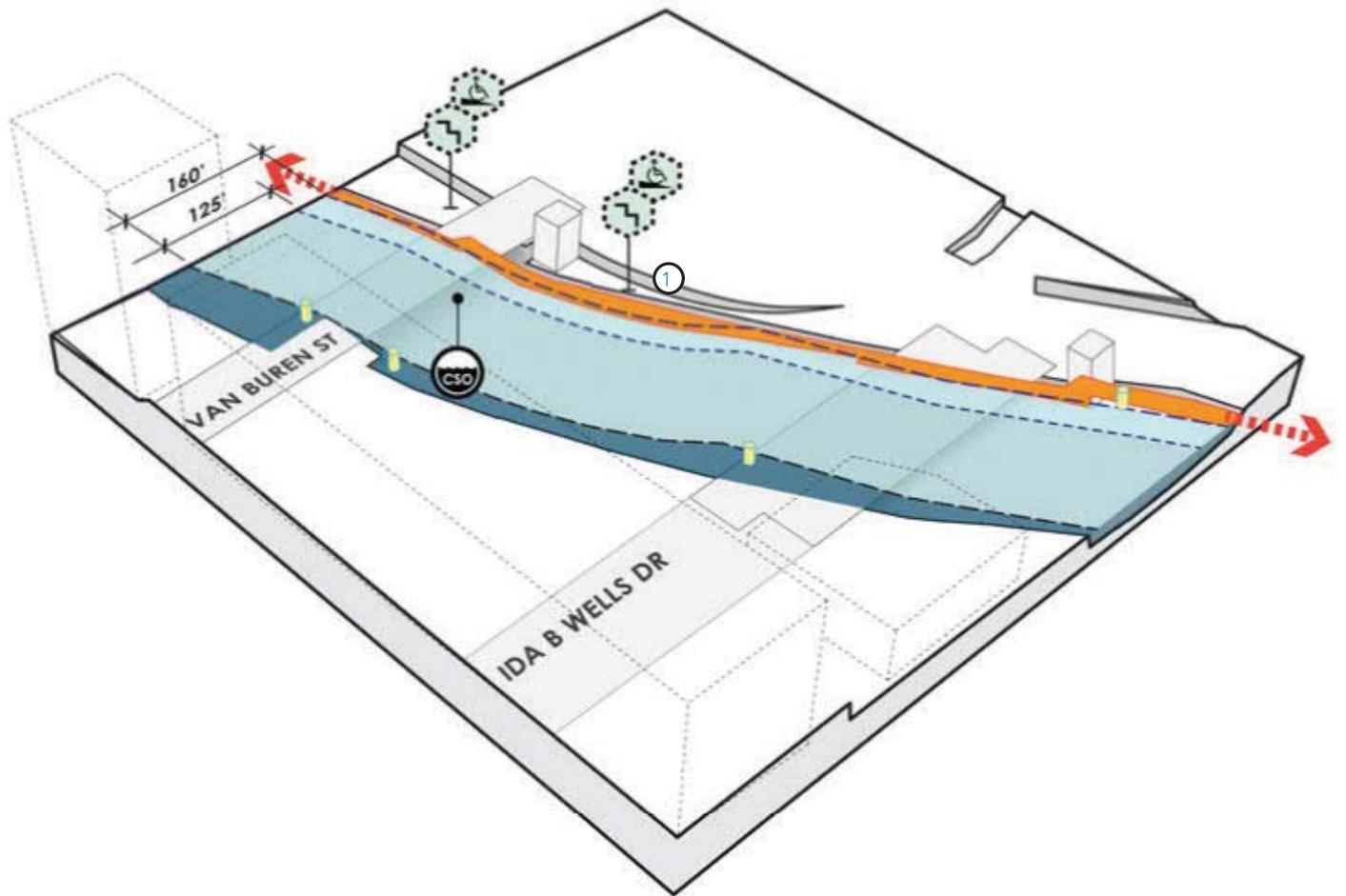


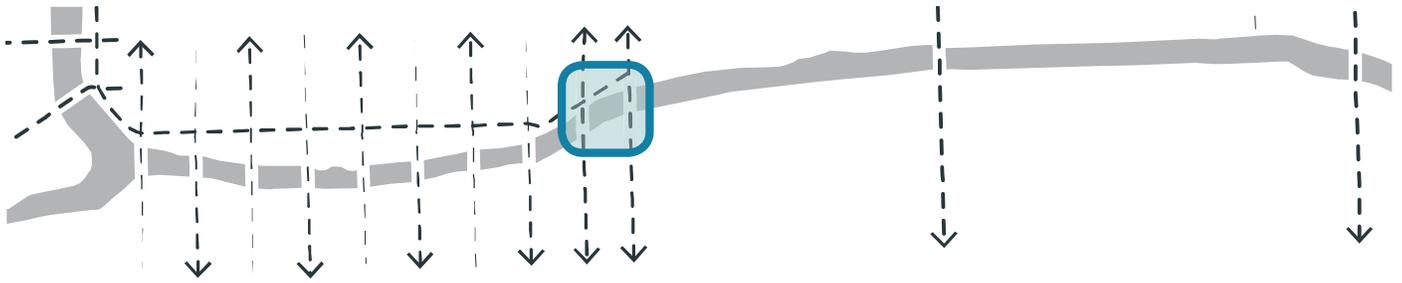
Figure 3-8: Van Buren St. Bridge Section



**LEGEND**

- |   |  |   |                               |
|---|--|---|-------------------------------|
|  | PROPOSED RIVERWALK ZONE (CITY)   |    | EXISTING DOLPHIN              |
|  | PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG) |    | COMBINED SEWER OVERFLOW (CSO) |
|  | NON-USABLE AREA FOR THROUGH NAVIGATION   |    | EXISTING   PROPOSED ADA RAMP  |
|  | NAVIGATION ZONE  |  |                               |
|  | PROPOSED/ UNDER CONSTRUCTION*  |    | EXISTING   PROPOSED ELEVATOR  |
|  | 125' CLEARANCE   |  |                               |
|  | 160' CLEARANCE   |    | EXISTING   PROPOSED STAIRCASE |
|   |  |  |                               |

## 9 | IDA B. WELLS DRIVE TO HARRISON STREET



**Wacker Dr ramps and Franklin Street create a wedge separating park space from a planted river embankment north of Harrison.**

### BLOCK INVENTORY

The Ida B. Wells Drive Bridge – previously known as the Congress Parkway Bridge – is a double-width structure with bases which extend into both sides of the River. The areas just north of these bases are typically not usable for large vessel traffic. It has two dolphins for protection – one on the northwest side and one on the southeast side. Both dolphins appear to be nearly in line with the bridge base. The River continues southeast at this block. There is a potential tunnel conflict at Ida B. Wells Drive (See Appendix D).

Current Use of East Side: Transportation Infrastructure (Interchange of Lower Wacker Drive and traffic entering / exiting I-290)

Riverwalk Level Conditions: No walkway

Street Level Conditions: No walkway

Channel Width (mid-block): 190'

Channel Width Under Ida B. Wells Dr. Bridge: 169'

Target Design Area: See plan (pg. 30-33)

### BUILDING INVENTORY

#### ① IDA B WELLS DR BRIDGE HOUSE

Owner: IDOT

Condition: Existing

Use: Transportation Infrastructure

Zoning: DX-12

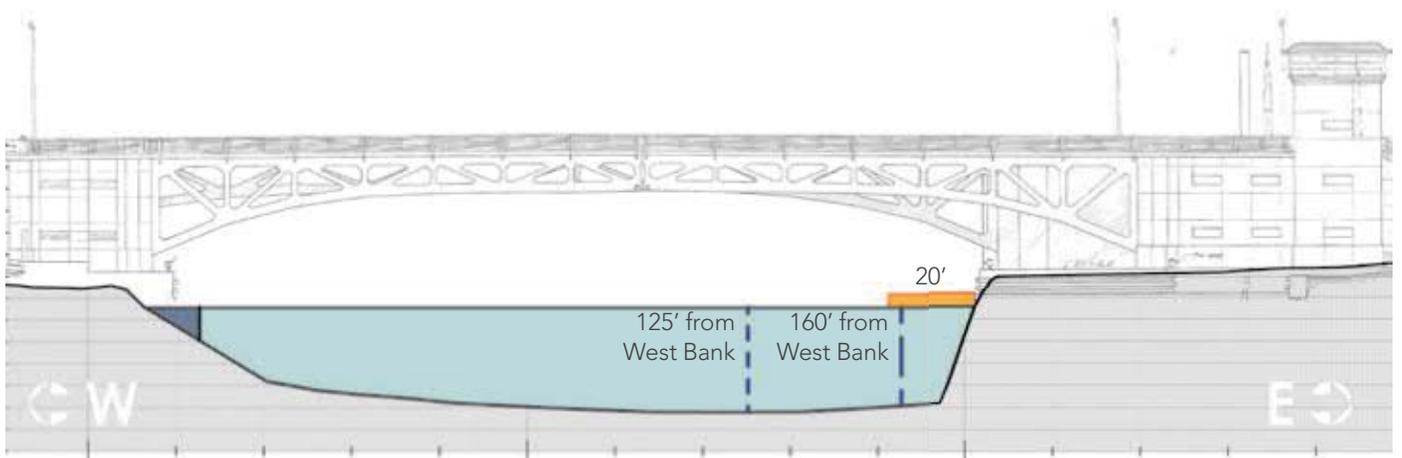
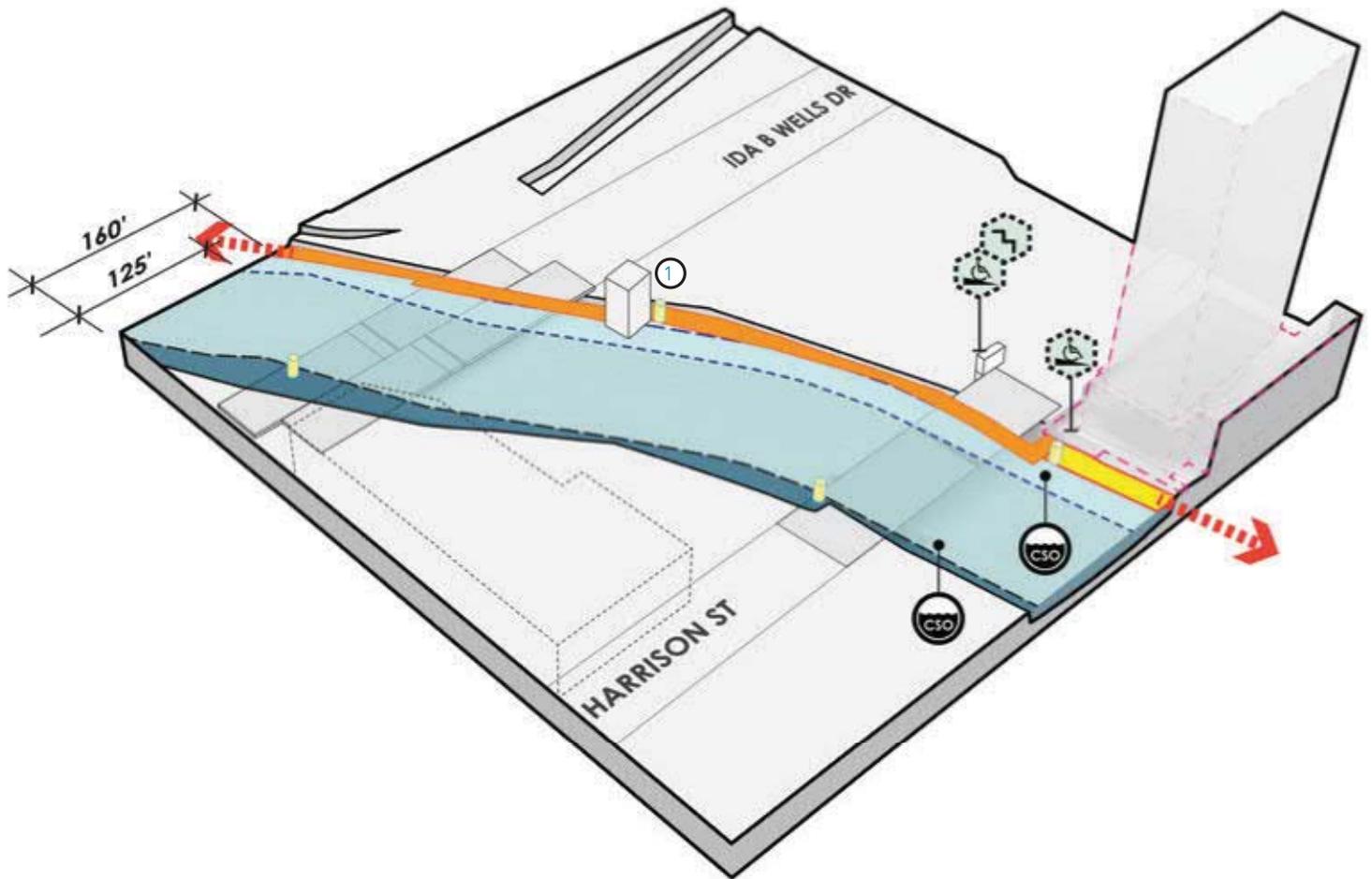


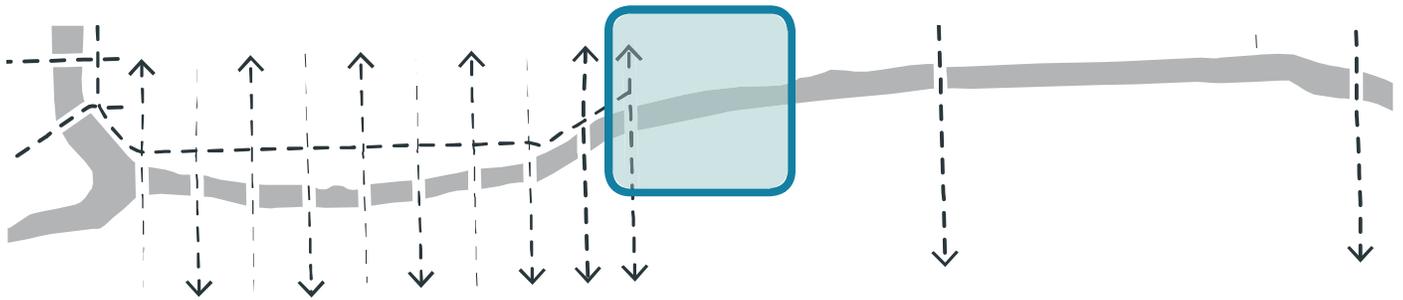
Figure 3-9: Congress Pkwy. Bridge Section



**LEGEND**

- |   |  |   |                               |
|---|--|---|-------------------------------|
|  | PROPOSED RIVERWALK ZONE (CITY)   |    | EXISTING DOLPHIN              |
|  | PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG) |   | COMBINED SEWER OVERFLOW (CSO) |
|  | NON-USABLE AREA FOR THROUGH NAVIGATION   |   | EXISTING   PROPOSED ADA RAMP  |
|  | NAVIGATION ZONE  |  |                               |
|  | PROPOSED/ UNDER CONSTRUCTION*  |   | EXISTING   PROPOSED ELEVATOR  |
|  | 125' CLEARANCE   |  |                               |
|  | 160' CLEARANCE   |   | EXISTING   PROPOSED STAIRCASE |
|   |  |  |                               |

# 10A | HARRISON STREET TO POLK STREET



New construction stimulates large tracts of land which once sat vacant south of Harrison.

## BLOCK INVENTORY

The Harrison Street Bridge has bases which extend into River on both sides of the River. The areas just south of those bases are typically not usable for large vessel traffic. It has two dolphins for protection – one on the northwest side and one on the southeast side. There are remaining piles / dolphins on both sides of River near River City’s marina, where Polk Street Bridge once stood. There is a potential tunnel conflict at Polk Street (See Appendix D).

Current Use of East Side: “Southbank” mixed-use development under construction

Riverwalk Level Conditions: Planned Development underway with public walkway to be built in accordance with setback requirements

Street Level Conditions: Same elevation as Riverwalk level

Channel Width (mid-block): 190’ (Portions of the channel were constructed in the 1920s to reroute the river to a straighter course)

Channel Width Under Harrison St. Bridge: 182’ (170’ effective clearance)

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

- ① **600-720 WELLS ST**  
 (Southbank Development includes:  
 207-221 W Harrison St & 200-220 W Polk St)  
Owner: Lendlease  
Condition: Phase I  
 (The Cooper to open 2019)  
Use: Residential mixed-use  
Zoning: PD 1298, DX-7 at center

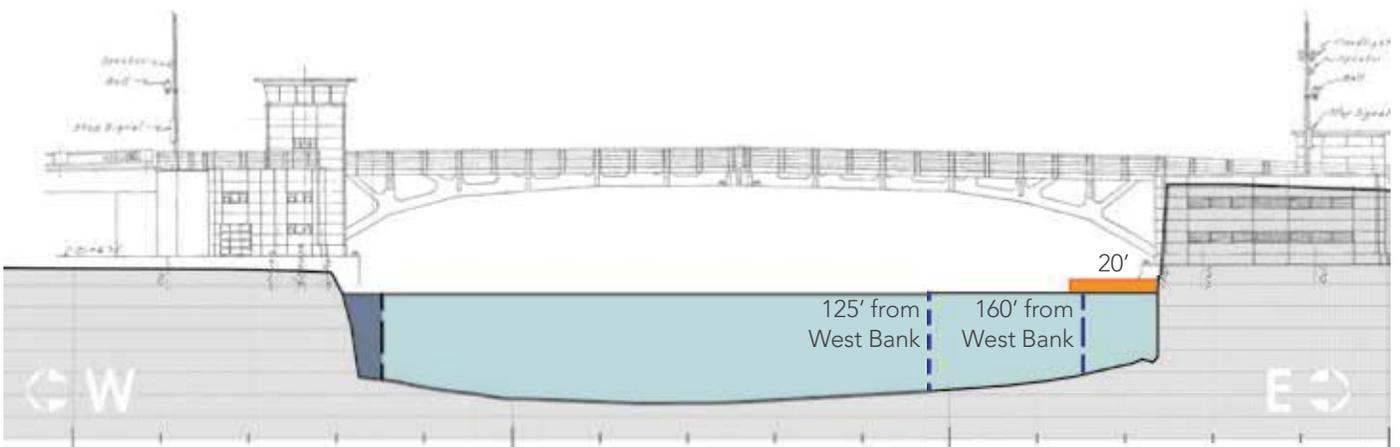
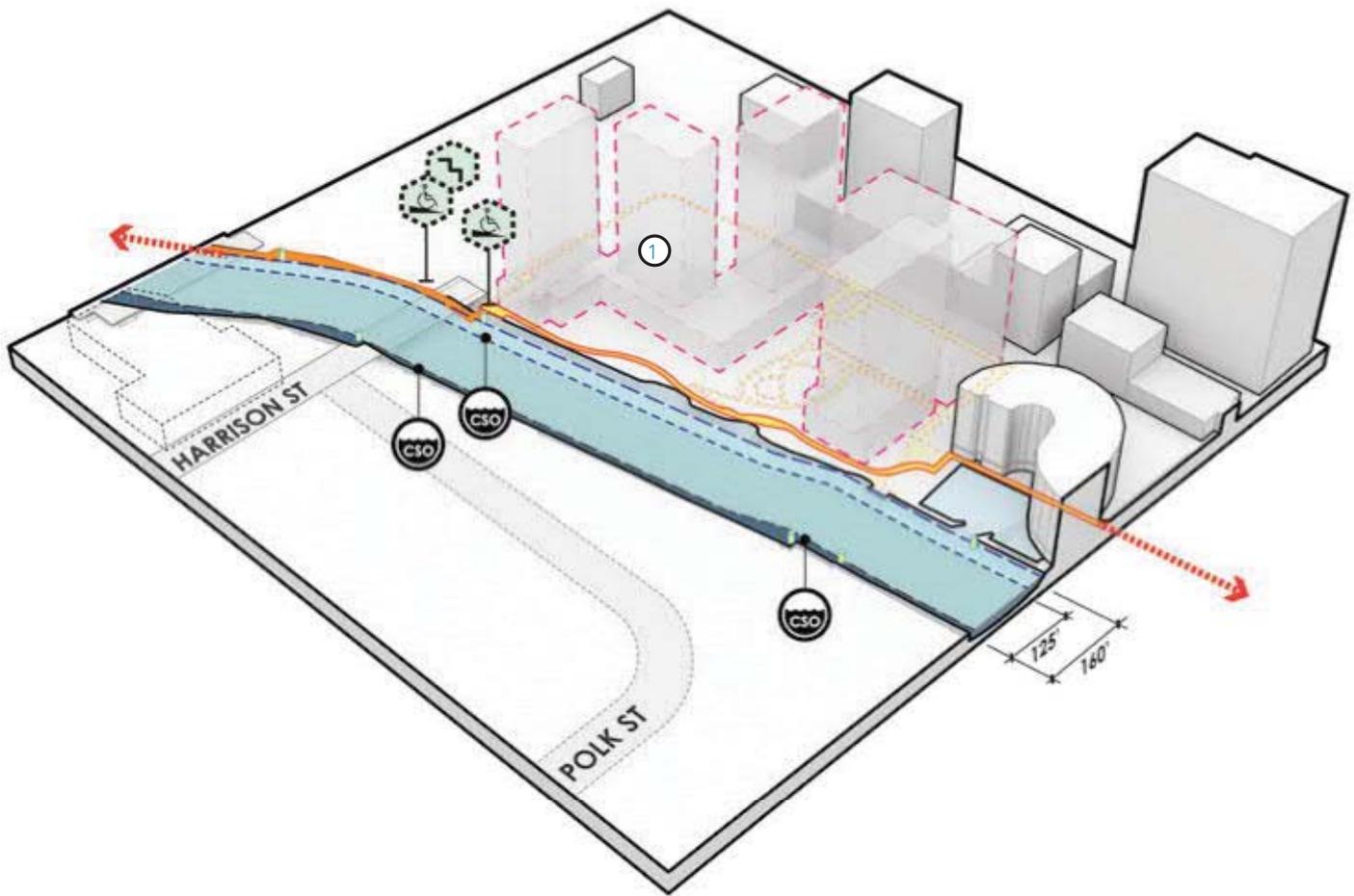


Figure 3-10: Harrison St. Bridge Section

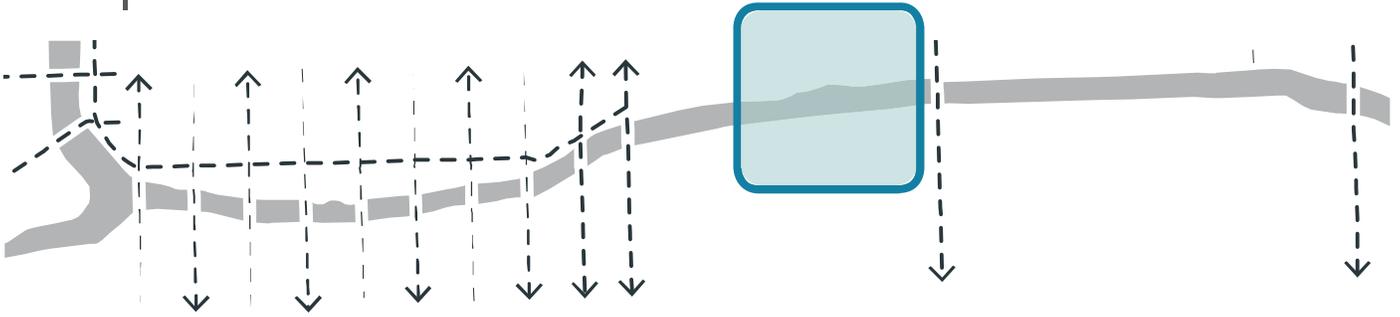


**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆️ EXISTING | PROPOSED ELEVATOR
- 🪜 EXISTING | PROPOSED STAIRCASE

\* Illustrates developer plan as of March 2018

# 10B | POLK STREET TO ROOSEVELT ROAD



Railyards dominate the west side of the River while vacant land prepares for future development south of River City Apartments.

## BLOCK INVENTORY

This section of the River is straight with no major obstacles in the river channel. As mentioned previously, there are remaining wooden dolphins at the now demolished Polk Street Bridge location and one on the east bank near the entrance to River City's Marina.

Current Use of East Side: Some mixed-use development and redevelopment planned on the vacant lots. There are potential tunnel conflicts at Polk Street and Taylor Street (See Appendix D)

Riverwalk Level Conditions: River City Apartments with publicly accessible walkways through the property and a marina at the River bank; vacant parcels under development will need to provide path by public setback regulations; public way at Polk Street

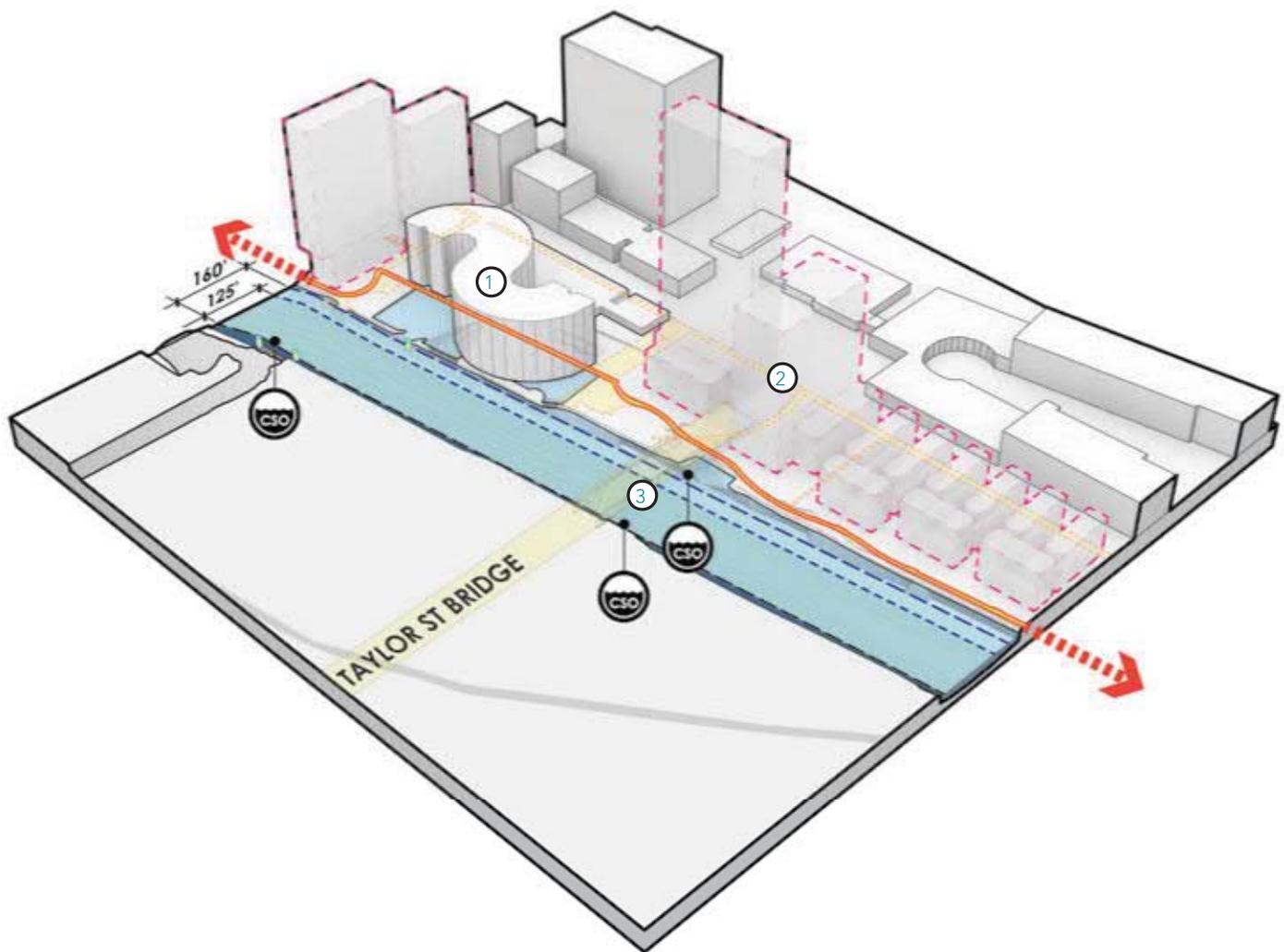
Street Level Conditions: Same elevation as Riverwalk level

Channel Width (mid-block): 190' (the channel is man-made, constructed in the 1920s to reroute the River to a straighter course)

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

- ① **800 S WACKER DR**  
(River City Apartments and Marina)  
Owner: Marc Realty LLC, et al.  
Condition: Built 1986  
Use: Residential mixed-use  
Zoning: PD 225
  
- ② **900-1160 S WELLS ST**  
(Riverline Development)  
Owner: CMK Companies  
Condition: Under construction  
(submitted for permit 2017)  
Use: Residential mixed-use  
Zoning: PD 225
  
- ③ **TAYLOR STREET BRIDGE**  
Owner: CDOT  
Condition: Proposed  
Use: Transportation Infrastructure

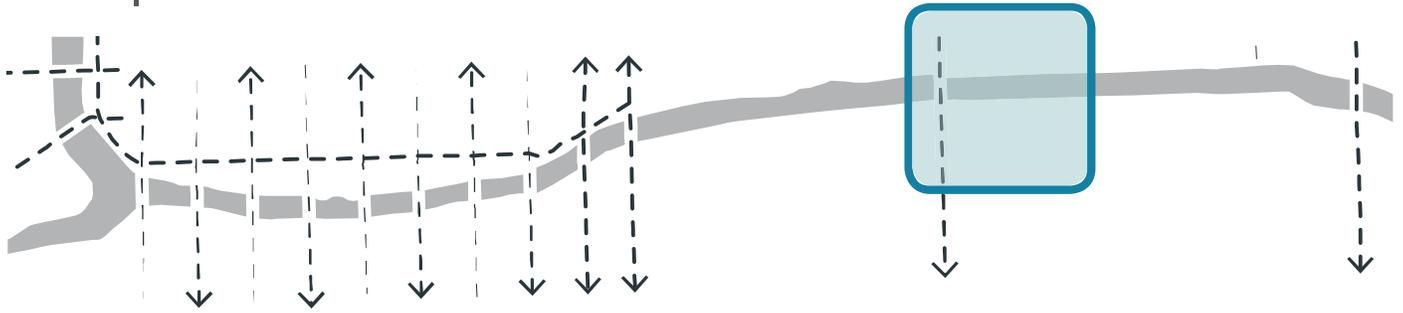


**LEGEND**

- PROPOSED RIVERWALK ZONE (CITY)
- PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG)
- NON-USABLE AREA FOR THROUGH NAVIGATION
- NAVIGATION ZONE
- PROPOSED/ UNDER CONSTRUCTION\*
- 125' CLEARANCE
- 160' CLEARANCE
- EXISTING DOLPHIN
- CSO COMBINED SEWER OVERFLOW (CSO)
- ♿ EXISTING | PROPOSED ADA RAMP
- ⬆ EXISTING | PROPOSED ELEVATOR
- ⚡ EXISTING | PROPOSED STAIRCASE

\* Illustrates developer plan as of March 2018

# 11A | ROOSEVELT ROAD TO 14TH STREET



Natural edges south of Roosevelt present ecological and recreational opportunities as future development plans move forward.

## BLOCK INVENTORY

The Roosevelt Road Bridge have bases that extend into the River on both sides. It has four dolphins for protection – two on the west side and two on the east side.

Current Use of East Side: Vacant / planned mixed-use development

Riverwalk Level Conditions: Vacant parcels under development will need to provide path by public setback regulations

Street Level Conditions: Same elevation as Riverwalk level, except at Roosevelt Road Bridge

Channel Width (mid-block): 190' (the channel is man-made, constructed in the 1920s to reroute the River to a straighter course)

Channel Width Under Roosevelt Rd. Bridge: 170'

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

### ① 1200-1360 S WELLS ST (The 78 Development)

Owner: Related Midwest

Condition: Proposed development

Use: Residential mixed-use

Zoning: DS-3, Planned Development required

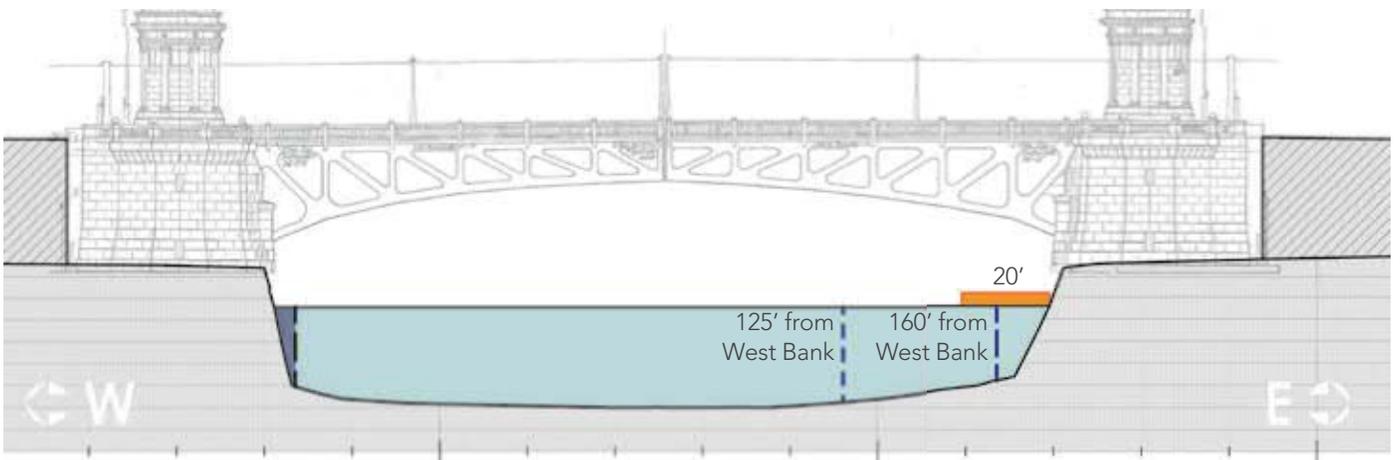
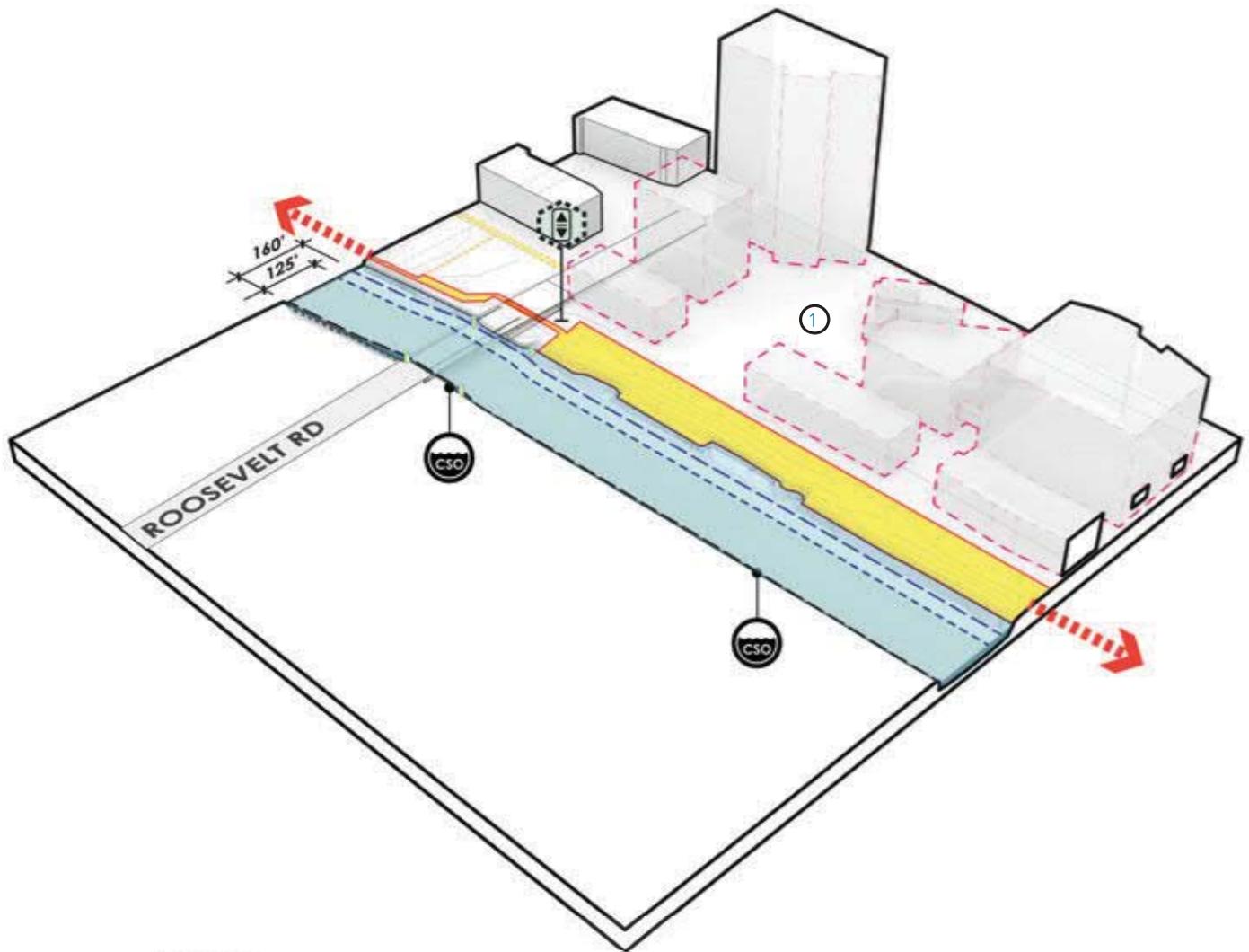


Figure 3-11: Harrison St. Bridge Section

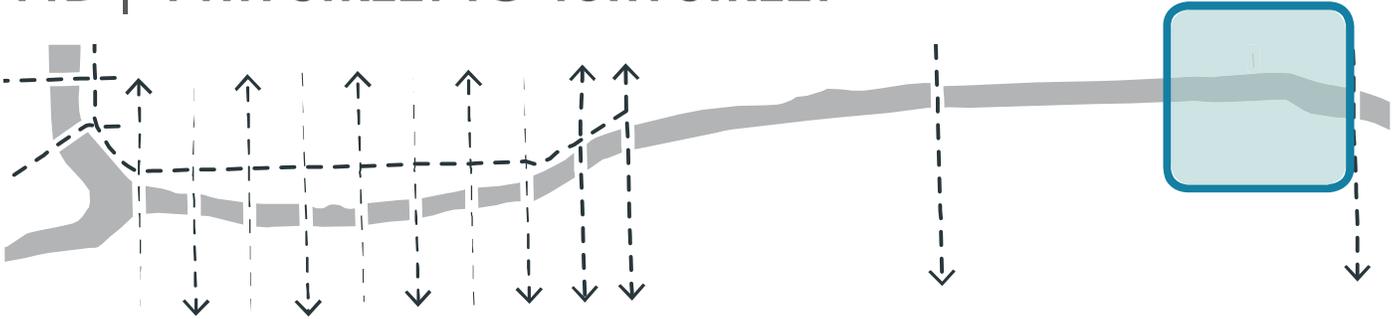


**LEGEND**

- |   |  |   |                               |
|---|--|---|-------------------------------|
|  | PROPOSED RIVERWALK ZONE (CITY)   |    | EXISTING DOLPHIN              |
|  | PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG) |    | COMBINED SEWER OVERFLOW (CSO) |
|  | NON-USABLE AREA FOR THROUGH NAVIGATION   |    | EXISTING   PROPOSED ADA RAMP  |
|  | NAVIGATION ZONE  |  |                               |
|  | PROPOSED/ UNDER CONSTRUCTION*  |    | EXISTING   PROPOSED ELEVATOR  |
|  | 125' CLEARANCE   |  |                               |
|  | 160' CLEARANCE   |    | EXISTING   PROPOSED STAIRCASE |
|   |  |  |                               |

\* Illustrates developer plan as of November 2018

# 11B | 14TH STREET TO 16TH STREET



Future development and the area surrounding the base of the St. Charles Air Line Bridge connects Ping Tom Memorial Park and the South Branch Riverwalk.

## BLOCK INVENTORY

The Saint Charles Air Line Bridge has bases that do not extend into the River; therefore, it does not have dolphins at or near the bridge base. This bridge is a historically significant bridge. Originally spanning 260' it was the longest bascule-type bridge until 1930 when it was shortened to 220' during a relocation after the River's straightening. Today, it serves freight trains only and is not otherwise publicly accessible.

Current Use of East Side: Vacant / planned mixed-use development

Riverwalk Level Conditions: Vacant parcels under development will need to provide path by public setback regulations

Street Level Conditions: Same elevation as Riverwalk level

Channel Width (mid-block): 190' (Portions of the channel were constructed in the 1920s to reroute the River to a straighter course)

Channel Width Under St. Charles Air Line Bridge: 204'

Target Design Area: See plan (pg. 30-33)

## BUILDING INVENTORY

- ① **1400-1560 S WELLS ST**  
(The 78 Development)  
Owner: Related Midwest  
Condition: Proposed development  
Use: Residential mixed-use  
Zoning: DS-3, Planned Development required
  
- ② **ST CHARLES AIR LINE BRIDGE**  
Owner: Jointly owned by BNSF Railways, Union Pacific Railroad, and Canadian National Railway  
Condition: Existing, with renewal plans underway  
Use: Transportation Infrastructure

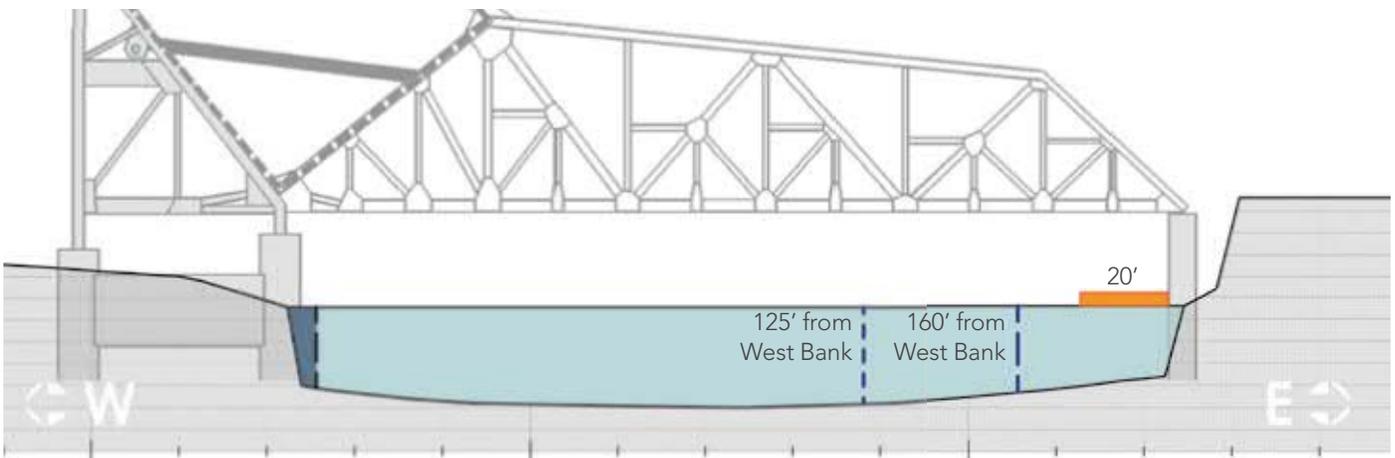
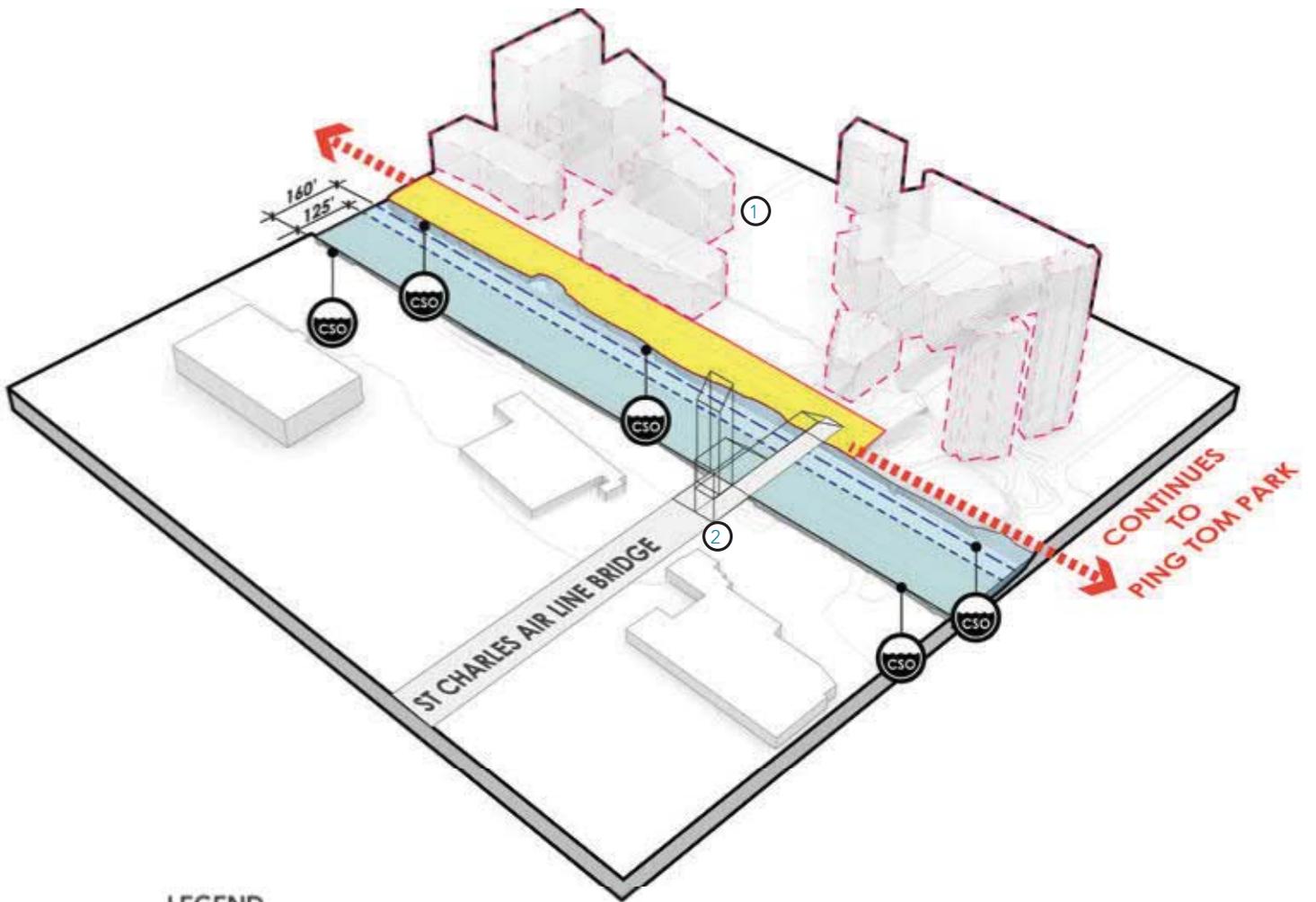


Figure 3-12: Saint Charles Air Line Bridge Section



**LEGEND**

- |   |  |   |                               |
|---|--|---|-------------------------------|
|  | PROPOSED RIVERWALK ZONE (CITY)   |  | EXISTING DOLPHIN              |
|  | PROPOSED RIVERWALK ZONE (PENDING DEVELOPER PLAN APPROVALS FROM THE CITY, USACE AND USCG) |  | COMBINED SEWER OVERFLOW (CSO) |
|  | NON-USABLE AREA FOR THROUGH NAVIGATION   |  | EXISTING   PROPOSED ADA RAMP  |
|  | NAVIGATION ZONE  |  | EXISTING   PROPOSED ELEVATOR  |
|  | PROPOSED/ UNDER CONSTRUCTION*  |  | EXISTING   PROPOSED STAIRCASE |
|  | 125' CLEARANCE   |   |                               |
|  | 160' CLEARANCE   |   |                               |

\* Illustrates developer plan as of November 2018





# 4

## DESIGN TOOLBOX

Design toolbox developed through an evaluation of the existing conditions and technical considerations. The toolbox includes construction type, access, programming opportunities and materials.

# TOOLBOX INTRODUCTION

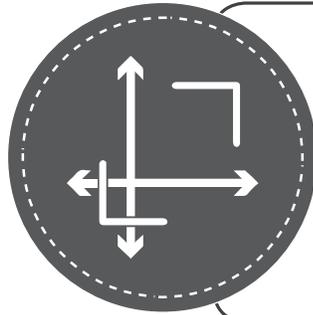
The design toolbox is created by understanding technical considerations, analyzing concepts produced during the Ideas Lab Exhibition and exploring which river edge best practices could be applied to the South Branch conditions. Once evaluated, the ideas are simplified and then sorted into three overarching categories: construction, access and programming.

Technical considerations were divided into regulatory and physical categories. Federal regulatory discussions were led by Volpe while the State, County and City regulations were addressed through review of prior project precedents, discussions with key agency staff and additional research. Physical constraints were determined using record drawings, agency data sets, site assessments, review of prior project precedents and additional research.

The River Edge Ideas Lab design exhibition generated many exciting concepts by nine world renowned design firms. These designs were reviewed in detail for both unique elements as well as commonalities or themes that could inform this technical analysis. The detailed matrix analysis of the Ideas Lab can be found in Appendix A.

The toolbox depicts a range of treatments within the three overall categories. Each strategy was evaluated for durability, maintenance, cost to install, constructability and applicability. Additionally, specific finish materials for Riverwalk components were identified, consistent with the Main Branch and Chicago River Design Guidelines (2019). Pavement, seating, railing and accessories will artfully combine raw and fabricated materials to reflect the South Branch character.

## TOOLBOX INPUTS



### Physical Constraints

Water: quality, fluctuation, flood stage, wave action, flood velocity

Sediment: contamination

River: width, depth

Bridge: width, vertical clearance



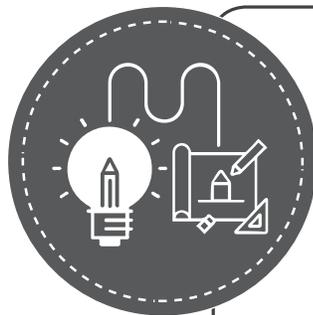
### Regulatory Constraints

Federal: United States Army Corp of Engineers (USACE), United States Coast Guard (USCG)

State: Illinois Environmental Protection Agency (IEPA), Illinois Department of Natural Resources (IDNR)

County: Metropolitan Water Reclamation District (MWRD)

City: Department of Water Management (DWM)



### Ideas Lab Exhibition

Themes: nature, recreation and connectivity

Design Elements: both functional and visionary

Programming: dynamic opportunities to activate space

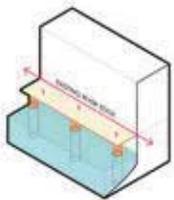
\*See Appendix A for Ideas Lab Matrix



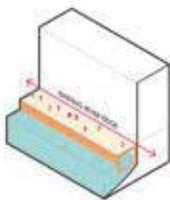
# DESIGN TOOLBOX

## Construction

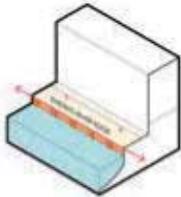
Nearly all the river edge in the project area is reinforced at the water level by sheetpile, wood, concrete bulkhead or building mass. In order to mitigate loss of river channel volume and manage flood control, the two optimal construction types extending into the river channel are piers / drilled shafts and box culverts. Additional treatments can be used where the existing river edge is maintained and riverwalk development takes place on shore.



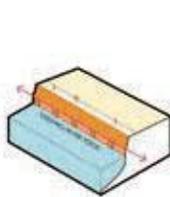
Piers / Drilled Shafts



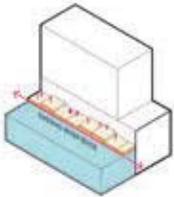
Box Culverts



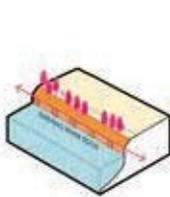
Sheet Pile / Bulkhead



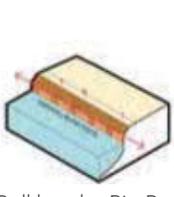
Bulkhead + Gabion



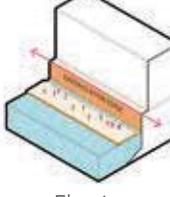
Bulkhead + Modular



Bulkhead + Fill



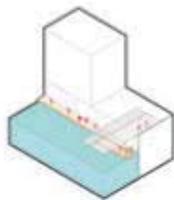
Bulkhead + Rip Rap



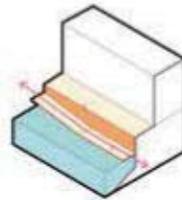
Floating

## Access

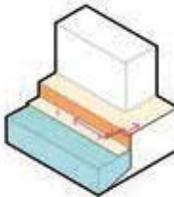
While there is no clear code guidance to determine the number of ADA accessible points along a riverwalk, using transit guidelines and the Main Branch as precedents suggests that two access points per block and an ADA accessible point every three blocks are optimal. The elevation changes between street level and riverwalk level on the south branch can be as high as +20' so that an ADA accessible slope could require a 500' ramp. An elevator system can be considered to overcome this challenge when extensive ramp access is less viable in these short blocks.



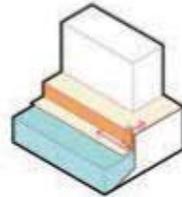
Underbridge



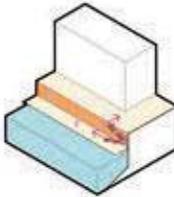
Ramp



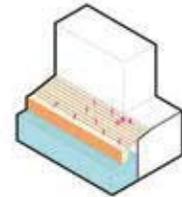
Escalator



Elevator



Stair



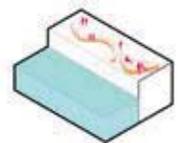
Grand Terrace

## Programming

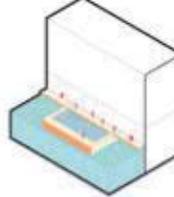
Programming and other dynamic opportunities at key blocks help to make the Riverwalk a great public space. Art, site amenities, night projections on building facades and interactive water displays are among the strategies to be considered. Additionally, opportunities for revenue generation in the form of concessions, rental and retail are critical to support the operations and management of the Riverwalk.



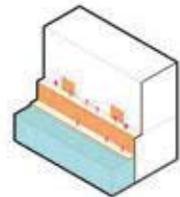
Art



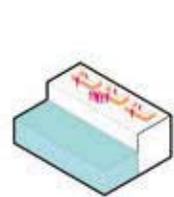
Site Furnishings



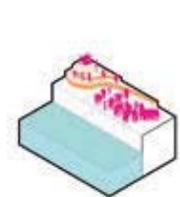
Unique Water Exp.



Facade Engagement



Retail / Revenue

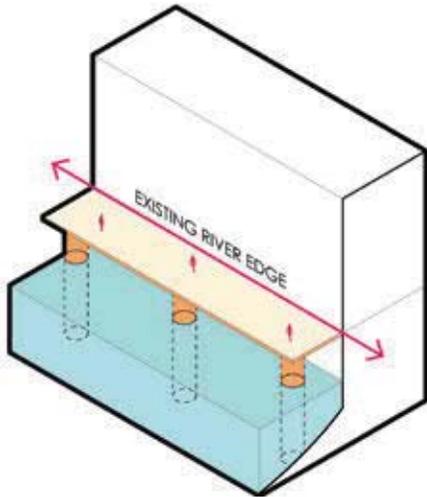


Event Space

# CONSTRUCTION

Alternative construction methods for the Riverwalk

## OPTIMAL RIVERWALK CONSTRUCTION



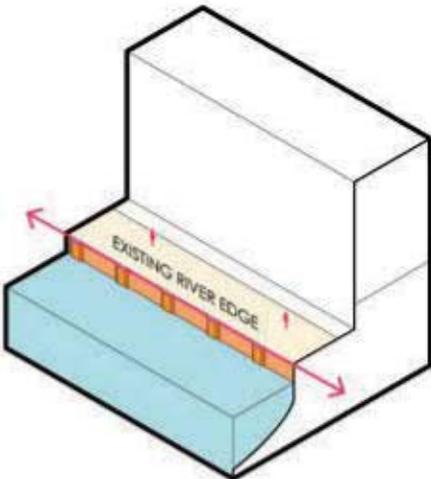
### PIERS / DRILLED SHAFTS

Vertical load-bearing structural members which allow for water to flow under the structure, as they do under a bridge.

- Durability: High
- Maintenance: High
- Cost: Medium
- Constructability: Medium
- Applicability: Entire South Branch



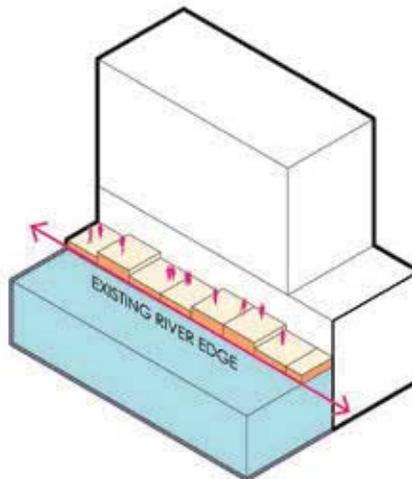
## RIVERWALK CONSTRUCTION ALTERNATIVES



### SHEET PILE / BULKHEAD

Interlocking metal or vinyl layers to form a retaining wall or other piling installations.

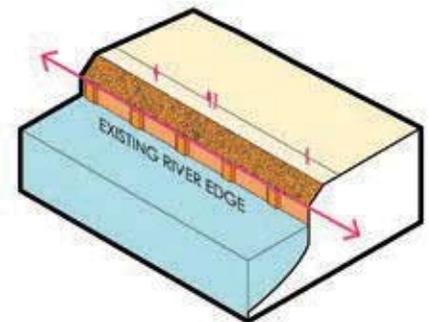
- Durability: High
- Maintenance: Low
- Cost: Medium
- Constructability: Medium
- Applicability: Entire South Branch



### BULKHEAD + MODULAR

Modular structural elements placed on top of a bulkhead.

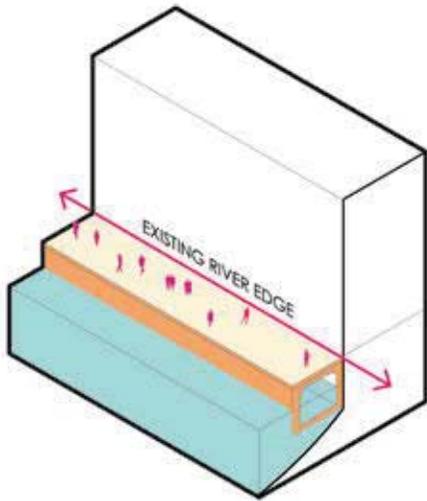
- Durability: Medium
- Maintenance: Medium
- Cost: Low
- Constructability: Medium
- Applicability: Entire South Branch



### BULKHEAD + RIP RAP

Loose stone used to form foundation for a breakwater. Rip rap can be planted with vegetation to provide additional stability and habitat creation.

- Durability: Low
- Maintenance: Low
- Cost: Low
- Constructability: Medium
- Applicability: South of Ida B. Wells Drive



### BOX CULVERTS

Reinforced concrete pipe which allows for some water to flow through the structure of the Riverwalk, as used for underbridge connectors on North Shore Channel.

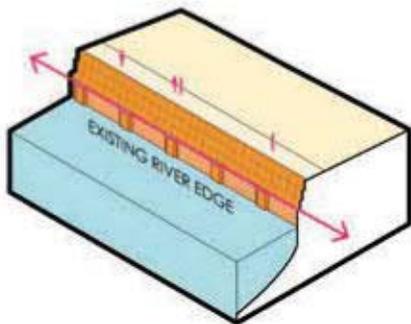
Durability: High

Maintenance: Medium

Cost: Medium

Constructability: Medium

Applicability: Entire South Branch



### BULKHEAD + GABION

A retaining wall made of stacked, stone-filled gabions tied together with wire. Typically stepped back to give a gradual slope.

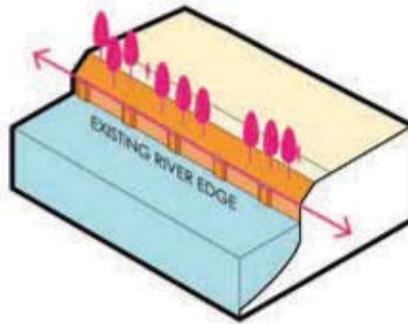
Durability: Medium

Maintenance: Medium

Cost: Low

Constructability: Medium

Applicability: South of Ida B. Wells Drive



### BULKHEAD + FILL

Vegetated slopes provide soft edges in urban environments. Vegetation helps with slope stabilization and to expand habitat opportunities.

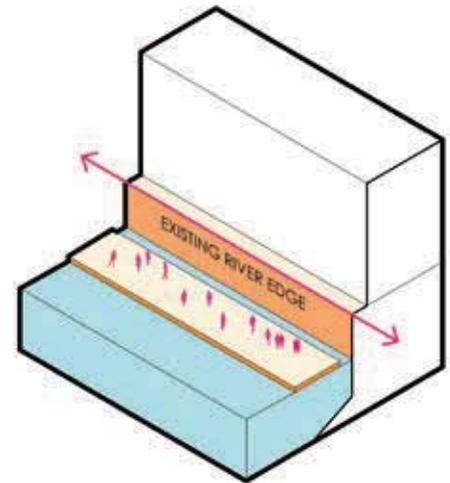
Durability: Medium

Maintenance: Medium

Cost: Low

Constructability: Medium

Applicability: South of Ida B. Wells Drive



### FLOATING

Floating structural elements which raise and lower with the river level. The use of this construction type is limited due to the requirements by USCG / USACE for crash worthiness.

Durability: Low

Maintenance: Low

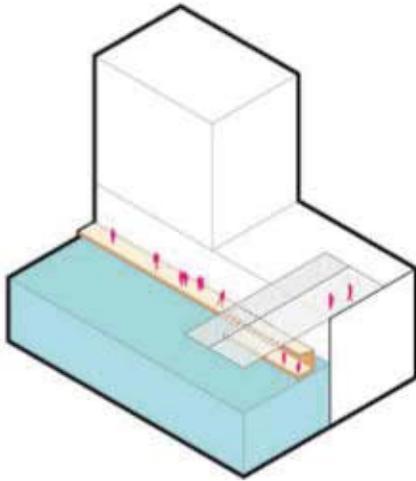
Cost: Low

Constructability: Medium

Applicability: South of Ida B Wells Drive

# ACCESS

Methods to connect pedestrians to the Riverwalk from street level and other Riverwalk sections



## UNDERBRIDGE

Underbridge connection constructed on piers.

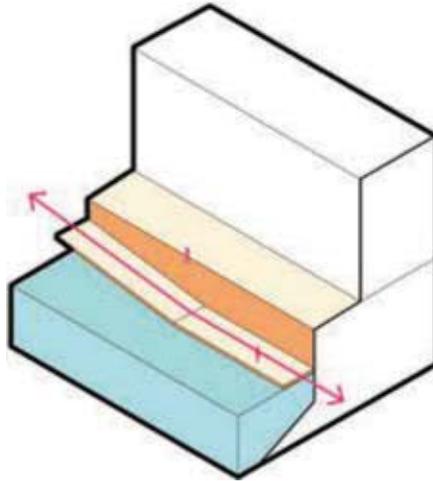
Durability: Medium

Maintenance: High

Cost: Medium

Constructability: Medium

Applicability: Entire South Branch



## RAMP

Walkway with 5% ramp to meet different levels along the river.

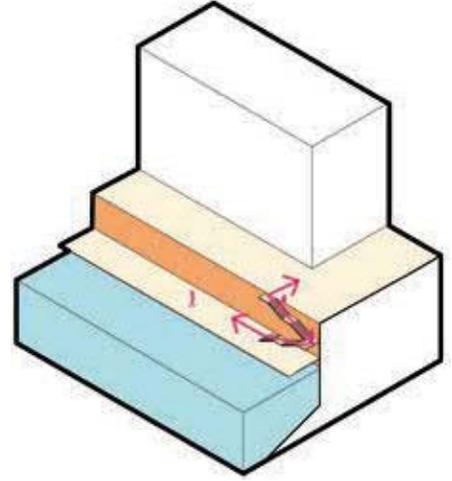
Durability: High

Maintenance: Low

Cost: Low

Constructability: High

Applicability: Entire South Branch



## STAIR

Vertical access element which connects the street level to the river level.

Durability: High

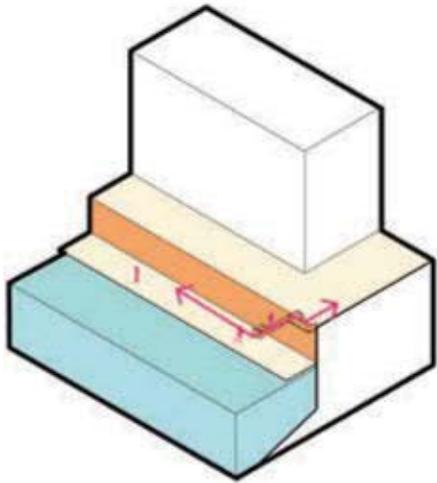
Maintenance: Low

Cost: Medium

Constructability: Medium

Applicability: Entire South Branch





### ESCALATOR

Convenient vertical access point along the river.

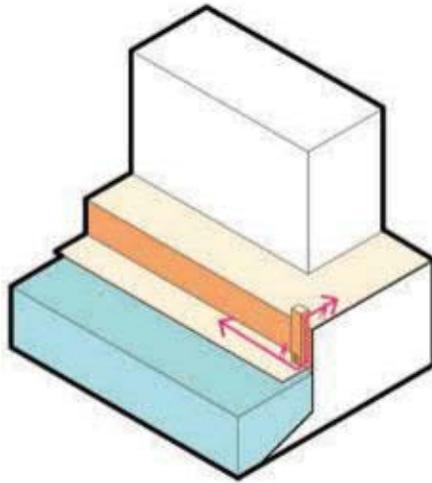
Durability: Medium

Maintenance: High

Cost: Medium

Constructability: Medium

Applicability: Select South Branch sites outside of flooding areas



### ELEVATOR

ADA accessible entry point along the river.

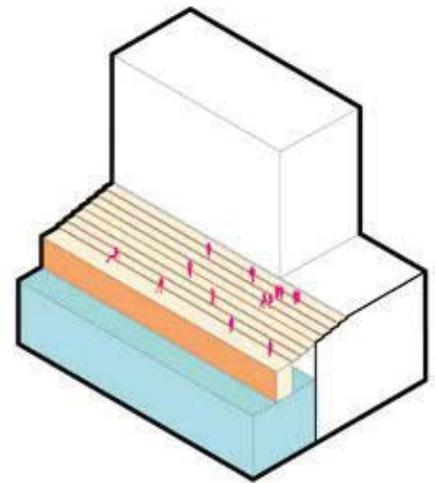
Durability: High

Maintenance: High

Cost: Medium

Constructability: Medium

Applicability: Bridgehouse retrofits and Roosevelt Viaduct



### GRAND TERRACE

Multi use seating and vertical access.

Durability: High

Maintenance: Low

Cost: Medium

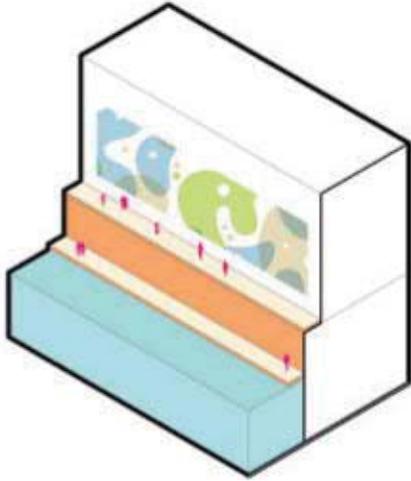
Constructability: High

Applicability: Select, larger South Branch sites



# PROGRAMMING

Cultural enhancements and active programming that create destination spaces



## ART

Public art installed along the riverfront (2D and 3D).

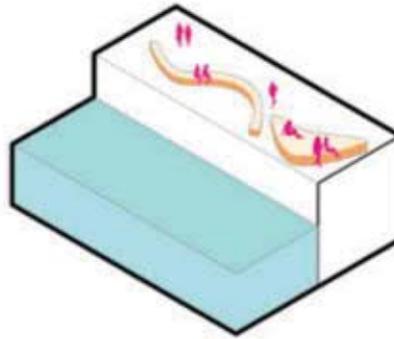
Durability: Medium

Maintenance: Low

Cost: Medium

Constructability: Medium

Applicability: Select South Branch sites



## SITE FURNISHINGS

Seating, lighting and permanent elements placed along the river edge.

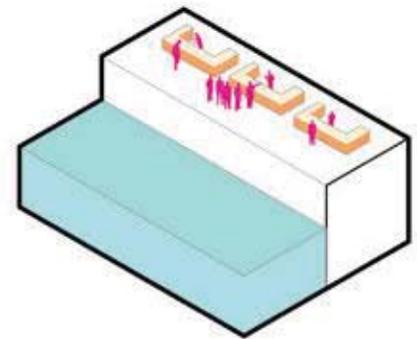
Durability: Medium

Maintenance: Low

Cost: Medium

Constructability: Medium

Applicability: Entire South Branch



## RETAIL / REVENUE

Restaurants, stores and retail opportunities within the larger opportunity sites.

Durability: Medium

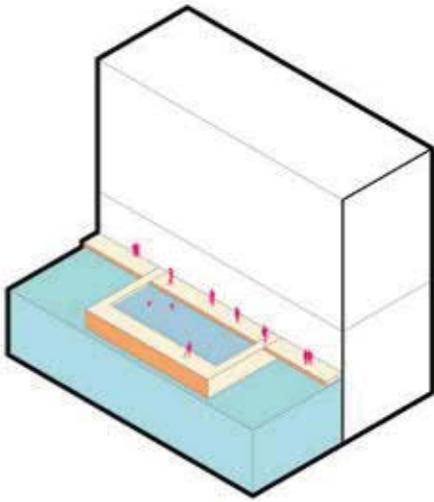
Maintenance: Medium

Cost: Medium- High

Constructability: High

Applicability: Select South Branch sites





### UNIQUE WATER EXPERIENCE

Use of fish hotels, water interaction features, etc. which engage users with the water in a new way.

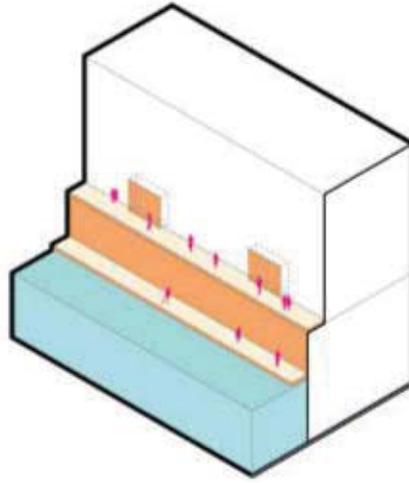
Durability: Medium- High

Maintenance: Medium- High

Cost: Medium

Constructability: Medium- High

Applicability: Select South Branch sites



### FACADE ENGAGEMENT

Art projection or physical attachment onto building facades adjacent to the river edge.

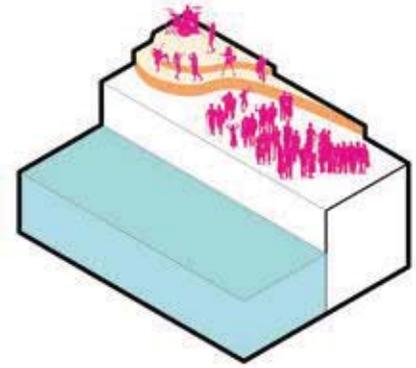
Durability: Medium

Maintenance: Low

Cost: Medium

Constructability: Medium

Applicability: Select South Branch sites



### EVENT SPACE

Flexible platform to host performances, special events and educational activities.

Durability: Medium

Maintenance: Medium

Cost: Medium

Constructability: Medium

Applicability: Select South Branch sites



# MATERIALS - SURFACE

Pavement type, color and pattern contribute to the character and connectedness of each block



## CONCRETE

Concrete is a durable, low maintenance and cost effective pavement material. There are many options for varying appearances through score patterns, finishing and colors. Initial cost increases with aesthetic additions.

Durability: High

Maintenance: Low

Cost: Low

ADA Accessible: Yes

Floodability: High

Applicability: Entire South Branch



## GRANITE PAVERS

Granite pavers are a durable, natural and aesthetically pleasing pavement solution. Due to the high cost of this material, granite pavers should be used in feature areas. It requires a more labor intensive installation and cost will increase with the use of complex patterns.

Durability: High

Maintenance: Medium

Cost: High

ADA Accessible: Yes

Floodability: High

Applicability: Entire South Branch



## CONCRETE PAVERS

Concrete pavers are a versatile, moderately priced and low maintenance pavement option. There are many options for patterns and colors, but there is a risk for poor installation and increased cost with more complex patterns. Snow plowing is a high risk for material damage.

Durability: Medium

Maintenance: Medium

Cost: Medium

ADA Accessible: Yes

Floodability: High

Applicability: Programming areas off of main path



### PERMEABLE PAVERS

Permeable pavers are a sustainable, versatile and aesthetically pleasing surface option. They allow for water infiltration, therefore reducing runoff. They require additional excavation during construction, an additional aggregate layer and underdrains. Snow plowing is a high risk for material damage.

Durability: Medium

Maintenance: Medium-High

Cost: Medium-High

ADA Accessible: Yes

Floodability: High

Applicability: Programming areas off of main path



### CLAY BRICK PAVERS

Clay brick pavers offer a more classic paving solution. Due to the clay composition, colors are rich, natural and warmer. These pavers are higher maintenance and are susceptible to poor installation. Snow plowing is a high risk for material damage.

Durability: Low

Maintenance: Medium-High

Cost: Low-Medium

ADA Accessible: Yes

Floodability: Medium

Applicability: \* See note

\* These and other durable paving materials are not standard elements in the Chicago River Design Guidelines (2019), and will be considered on a case-by-case basis with review and approval by the City of Chicago Department of Planning and Development and the Chicago Department of Transportation.

# MATERIALS - WOODS

This natural material provides immediate warmth and richness to a space



## TEAK

Teak is known for its incredible durability and water resistance. It has greater naturally weather-resistant properties than other types of wood.

Type: Hard Wood

Cost: High

Durability: High

Maintenance: Low

Life Span (Rot Resistance):  
25+ Years

Applicability: Entire South Branch



## IPE

Ipe is very durable and dense. It resists movement, surface checks, warping, cracking, decomposition and denting. It is also highly resistant to insects and fungi due to their oil and extractive content.

Type: Hard Wood

Cost: High

Durability: High

Maintenance: Low

Life Span (Rot Resistance):  
25+ Years

Applicability: Entire South Branch



## WHITE OAK

White Oak is a dense and durable wood. Finishing is a must to preserve its color; without a finish, it will weather to a dark brown or even black color, though it will still remain strong.

Type: Hard Wood

Cost: Medium

Durability: High

Maintenance: Medium

Life Span (Rot Resistance):  
25+ Years

Applicability: Entire South Branch



**BLACK LOCUST**

Black Locust's natural characteristics make it a resilient sustainable wood. Locust will have a blonde appearance that will eventually weather to a silvery gray.

- Type: Hard Wood
- Cost: Medium
- Durability: High
- Maintenance: Medium
- Life Span (Rot Resistance):  
25+ Years
- Applicability: Entire South Branch



**CYPRESS**

Cypress is very durable in regards to decay resistance. It is capable of withstanding the elements without a finish of any kind, though a periodic coat of oil will keep the wood looking fresh longer.

- Type: Soft Wood
- Cost: Medium
- Durability: Medium
- Maintenance: Medium
- Life Span (Rot Resistance):  
15 - 25 Years
- Applicability: \* See note



**CEDAR**

Cedar is more resistant to cracking than many other woods. Annual cleaning and sealing is recommended, as the soft grain becomes rough over time if left untreated and will dent more easily than other woods.

- Type: Soft Wood
- Cost: Low
- Durability: Low
- Maintenance: High
- Life Span (Rot Resistance):  
10 -15 Years
- Applicability: \* See note

\* These and other durable woods are not standard elements in the Chicago River Design Guidelines (2019), and will be considered on a case-by-case basis with review and approval by the City of Chicago Department of Planning and Development and the Chicago Department of Transportation.

# MATERIALS - METAL

Metal selection and finishes provide the identity of a room through structural, vertical, overhead and accent treatments



## STAINLESS STEEL

Stainless steel has been alloyed with chromium and is virtually immune to rust and corrosion.

Cost: High

Durability: High

Maintenance: Low

Applicability: Entire South Branch



## POWDER-COATED STEEL

Powder coated products are more resistant to impact, moisture, chemicals, ultraviolet light and other extreme weather conditions.

Cost: High

Durability: High

Maintenance: Low

Applicability: \* See note



## WEATHERING STEEL

Weathering steel maintains a unique rust-like appearance that acts as a protective layer. It is highly resistant to corrosion and does not require painting. Attention must be paid to adjacent pavement materials to avoid potential staining.

Cost: Medium

Durability: High

Maintenance: Low

Applicability: Entire South Branch



### **GALVANIZED STEEL**

A thin skin of zinc material renders the galvanized steel highly resistant to rust, and gives it a beautiful raw, metallic, multidimensional silver and gray color.

Cost: Medium

Durability: High

Maintenance: Medium

Applicability: \* See note



### **ANODIZED ALUMINUM**

Anodized aluminum is a hard, durable, weather-resistant substance that protects the base metal from scratches.

Cost: Low

Durability: Medium

Maintenance: Medium

Applicability: \* See note. Anodized Aluminum is only acceptable in architectural applications.

\* These and other durable metals are not standard elements in the Chicago River Design Guidelines (2019), and will be considered on a case-by-case basis with review and approval by the City of Chicago Department of Planning and Development and the Chicago Department of Transportation.





# 05

## DESIGN APPROACH

Design for key blocks on the South Branch of the River.

# DESIGN APPROACH INTRODUCTION

---

The design approach on the following pages recognizes findings from technical considerations, block-by-block and the design toolbox sections to form conceptual design considerations.

This section incorporates experiential observations, opportunity zones and nodes of interest and applies design concepts within established regulatory guidelines. The following includes design concept observations to be considered as implementation moves forward.

- The landscape shifts along the South Branch as the narrow, urban canyon in the downtown core transitions into a wider, looser organization of spaces closer to Ping Tom Memorial Park. A formal downtown core with a string of statement bridges and single buildings stretching a full block offer bold design opportunities. Landmark buildings, such as the Lyric Opera House, offer striking design backdrops and designs must compliment their historic elements.
- Ownership differs from north to south as privately-owned high-rises line downtown blocks, gradually transitioning to blocks generally under City control. Ida B. Wells Drive functions as a gateway to downtown from the west with opportunities to connect to wider park spaces. Quincy Park offers an opportunity to connect the South Branch to Upper Wacker Drive in a grand way.
- South Branch blocks to the south of Harrison are capped with large scale development set in a mix of public and semi-public open space. Within

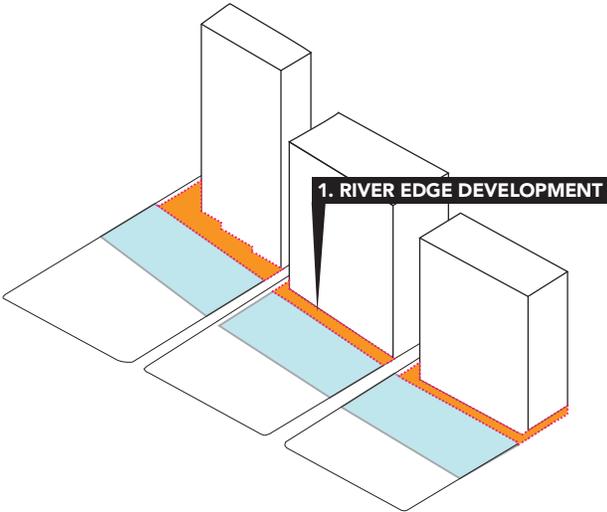
these development blocks, two opportunity sites emerge: re-purposing storage areas within the base of the Roosevelt Bridge as active space; and developing specialty plaza areas to highlight the historic St. Charles Air Line Bridge.

- Access to the South Branch Riverwalk is a major implementation consideration as the River edge experiences a wide range of elevation changes. Elevation challenges between the street and river are greater in the downtown core as grade change decreases as natural edge conditions form south of Harrison Street.
- Safety and accessibility is a priority and is incorporated within each design decision. As a consistent feature and potential solution to accessibility, bridge houses may be retrofitted with an elevator to provide ADA access.
- Public access on the west side is extensive at street level from Lake Street to Jackson Boulevard. South of Jackson Boulevard, railyards along the wide side of the South Branch hinder accessibility and complicates a continuous path.
- Given the existing conditions, facilities north of Harrison would not be able to be fully designed to bicycle trail standards. Bicycle access along the river's edge will be more feasible south of Harrison Street where wider trail widths may be accommodated. Access here to existing bike lanes on Harrison would help cyclists continue to parallel north-south corridors east and west of the River as part of the wider bike network.

- As a policy, USACE EM1110-2-1611 Section 11 recommends a minimum standard clearance of 160' for navigation in the channel. However, the narrowest existing clearance on the South Branch is the 18th Street Bridge which is only 125' wide. Based on these targets, design proposals maintain a minimum 125' clearance width and retain at least 160' of channel as often as possible.
- Due to the increased water traffic of all vessel types over the last few years at the Main Branch and the confluence, no new docks will be proposed north of Jackson Boulevard.

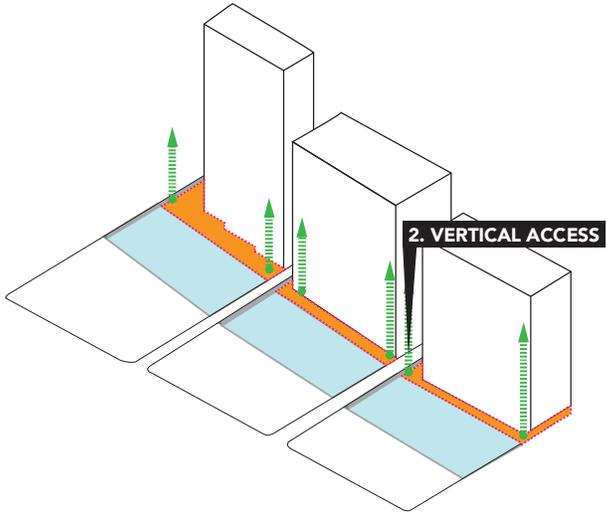
The planning design approach maximizes the physical, social and environmental benefits associated with the South Branch Riverwalk.

Within each of the zones, individual block design can be further broken down by prioritizing standard Riverwalk components: river edge development, vertical access, underbridge connection and programmatic distribution. This systems approach allows Riverwalk development to unfold over a longer time period pending funding streams and negotiating tools.



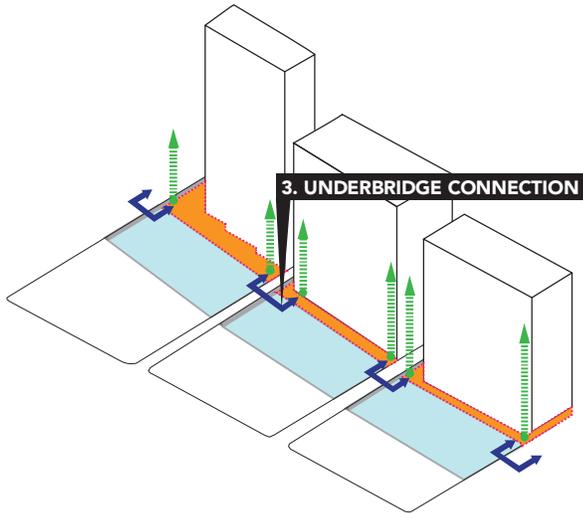
**1. River Edge Development**

Riverwalk development at the River edge is the essential system to implement with consideration of the design target areas.



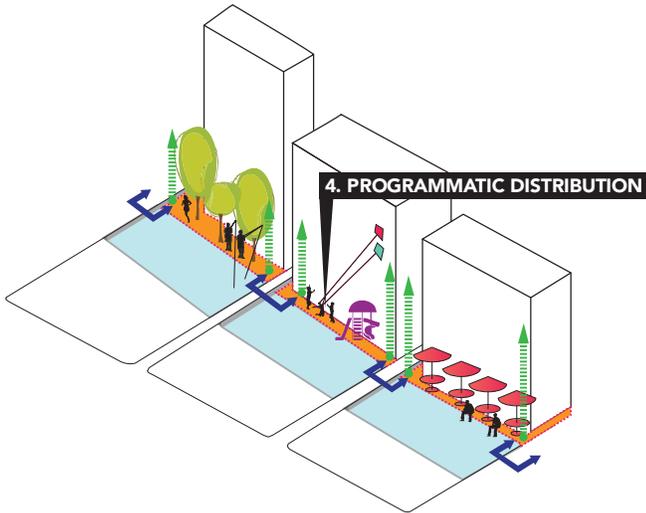
**2. Vertical Access**

Vertical access points, including compliance with the Americans with Disabilities Act, will not be simple but will be critical to activating the Riverwalk.



**3 Underbridge Connection**

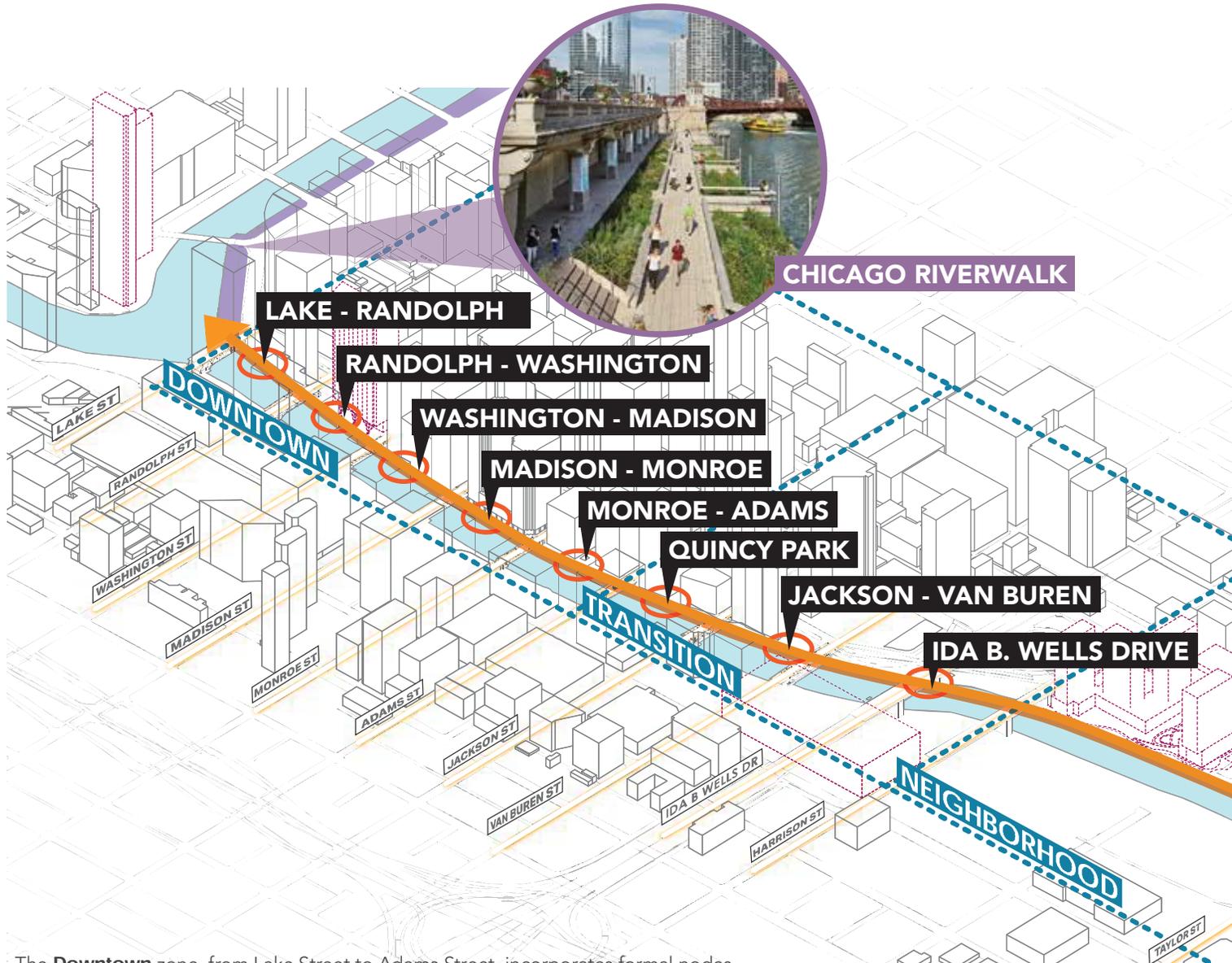
Design of the structures for connections under bridges generally matches those on the Main Branch to maintain design consistency and regulatory rigor.



**4 Programmatic Distribution**

Programming and other dynamic opportunities such as art and water displays at key blocks help make a Riverwalk a great public space. Also, opportunities for revenue generation in the form of concessions, rental and retail are critical to fund the operations and management of the Riverwalk.

# RIVER EDGE DEVELOPMENT

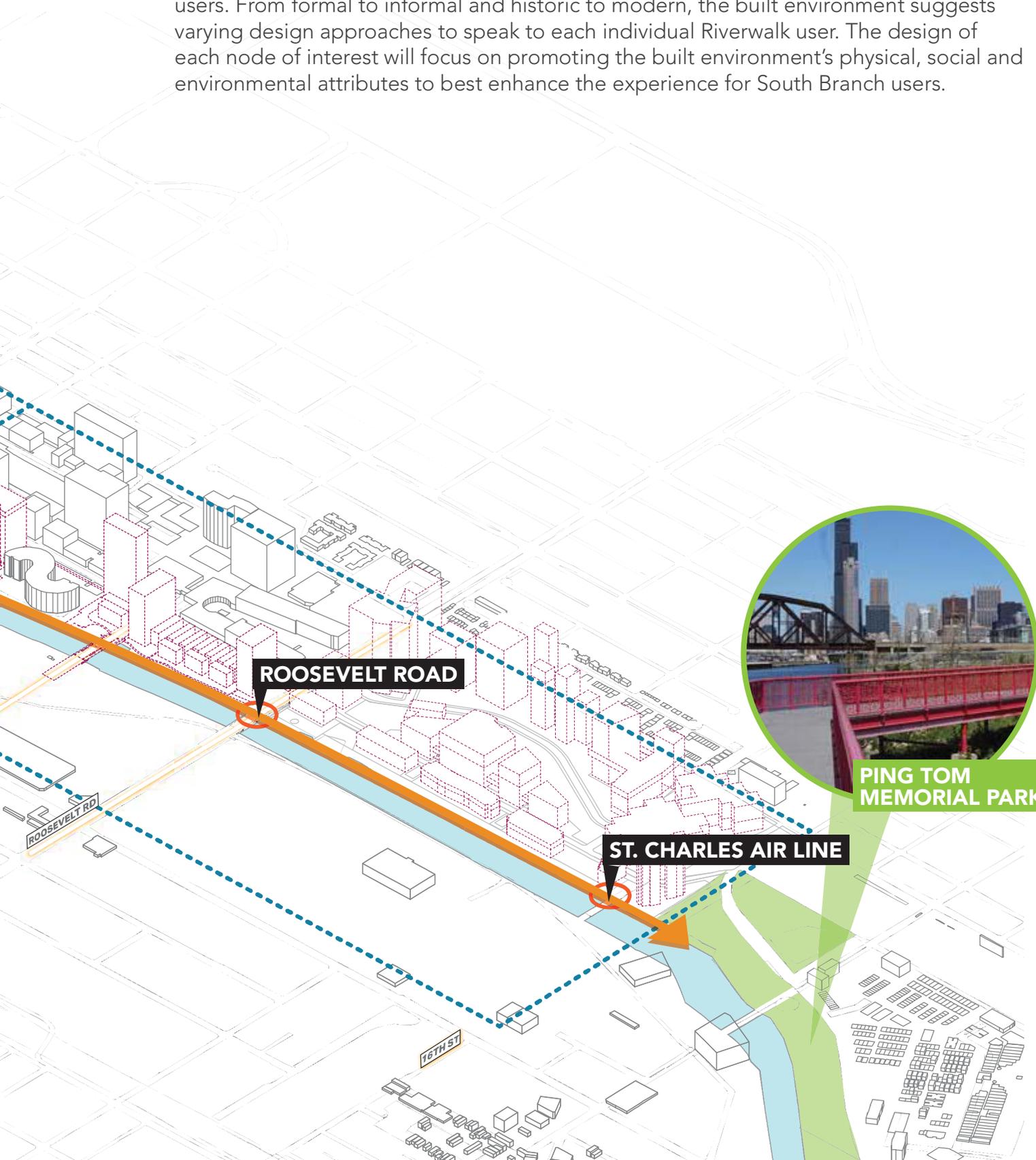


The **Downtown** zone, from Lake Street to Adams Street, incorporates formal nodes of interest as adjacent buildings line the river edge. Social zones are created in the spaces between building masses. The Lake Street block, and its connection to the Main Riverwalk, is a social opportunity node. There is a unique social gathering space from Madison Street to Monroe Street at street level. This is created through public walkways and plazas adjacent to buildings which are slightly set back from the River edge.

As the South Branch Riverwalk continues south of Adams Street, the **Transition** zone begins the reduction of building density. High-rise buildings give way to open space consisting of roadway infrastructure and residual green space. Quincy Park, Van Buren Street, and Ida B. Wells Drive all offer open space opportunities for users to gather and interact. Despite the absence of buildings, the hybrid zone requires spatial creativity as right-of-way for major thoroughfares such as Ida B. Wells Drive and Wacker Drive must be maintained as is.

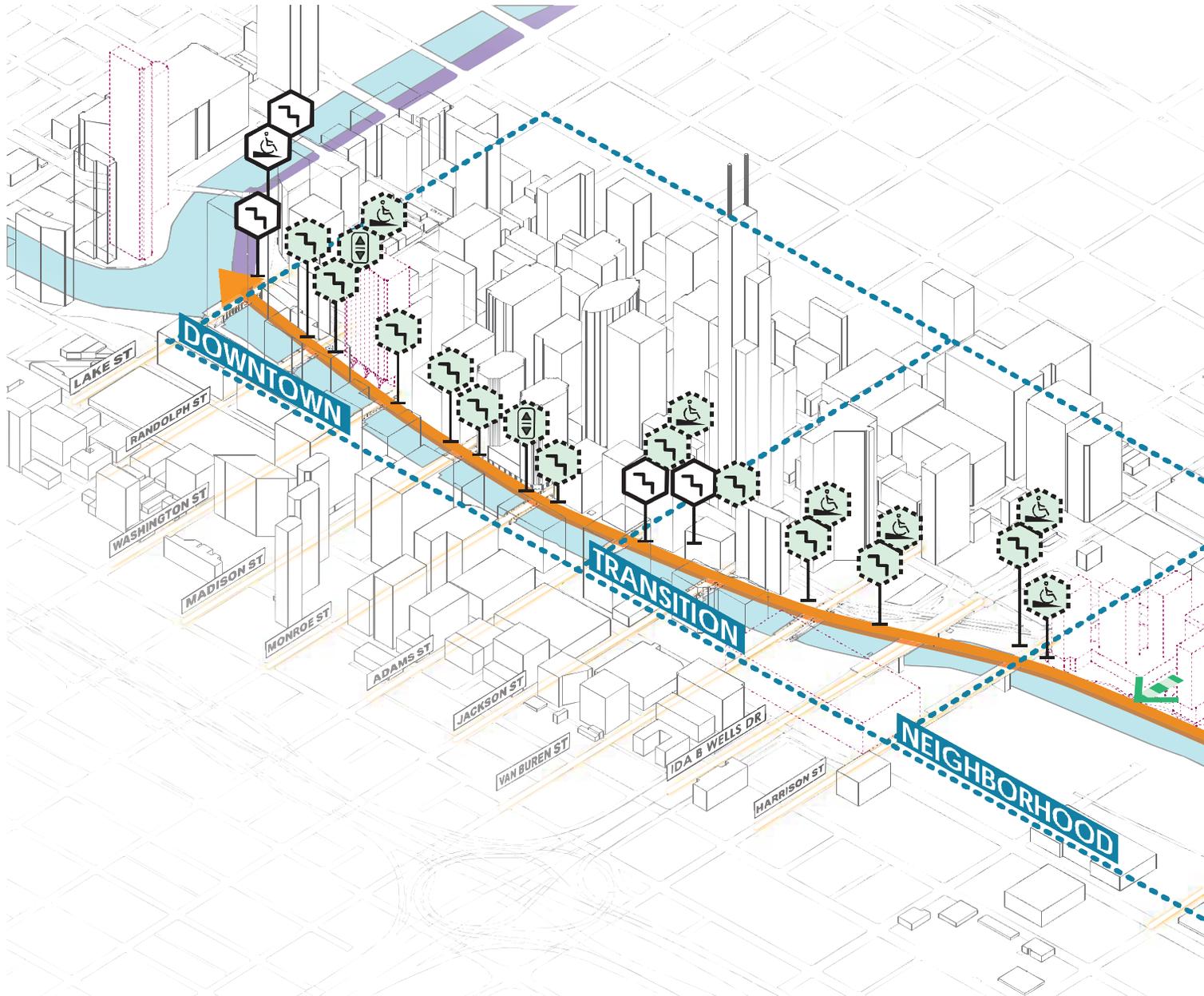
South of Harrison Street, the **Neighborhood** zone reveals informal aura as naturalized shoreline and modern building development shift surrounding perception for Riverwalk users. Recreational activities become an option along most of the zone. Most of this Riverwalk will be constructed as part of private development, with public investment focused on Roosevelt Road and the St. Charles Air Line Bridge north of Ping Tom Memorial Park.

Altogether, nodes of interest within the three design zones form a diverse experience for users. From formal to informal and historic to modern, the built environment suggests varying design approaches to speak to each individual Riverwalk user. The design of each node of interest will focus on promoting the built environment's physical, social and environmental attributes to best enhance the experience for South Branch users.



**PING TOM  
MEMORIAL PARK**

# VERTICAL ACCESS

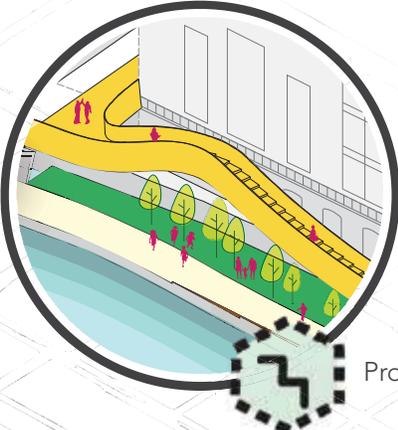
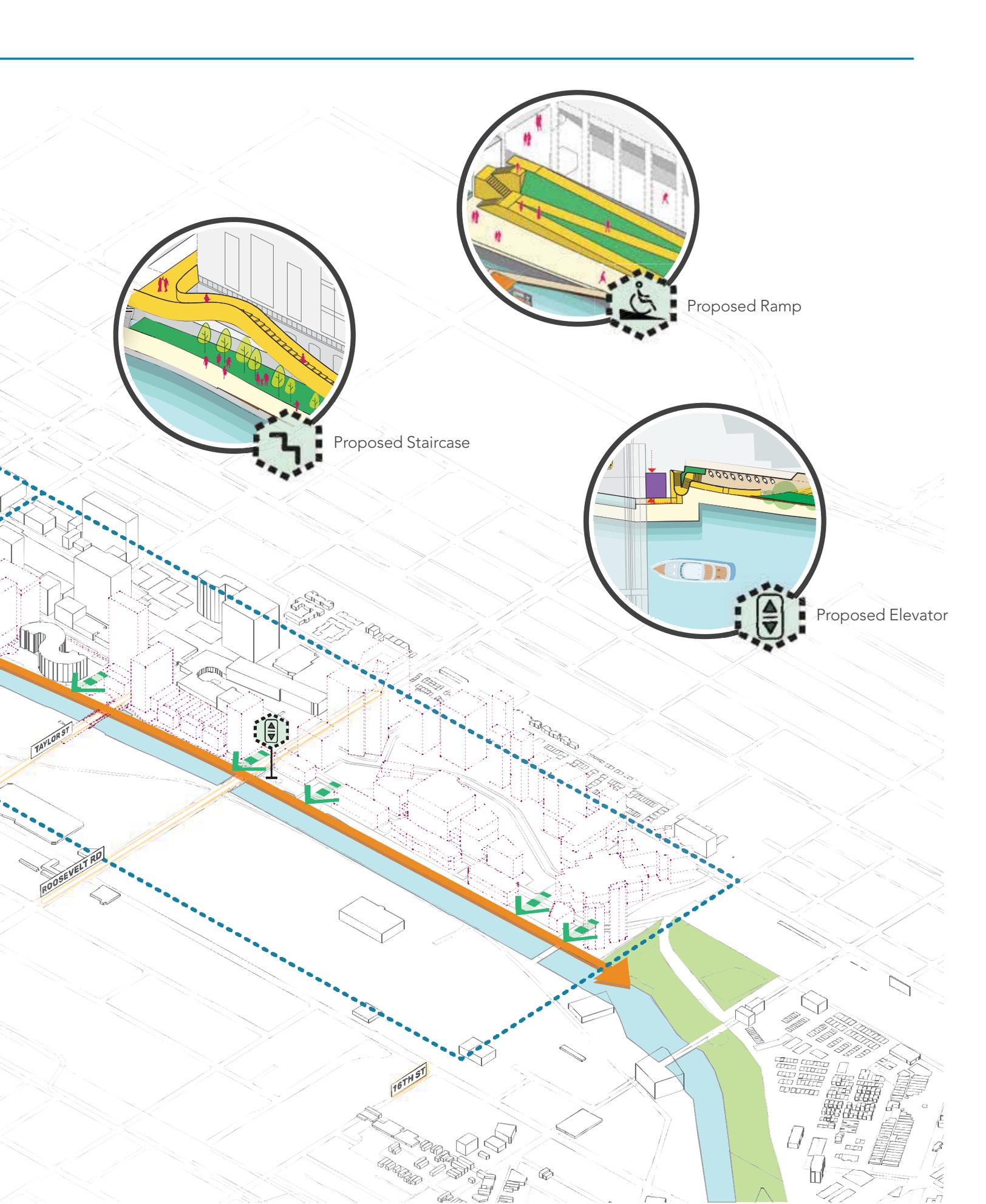


## VERTICAL ACCESS LEGEND

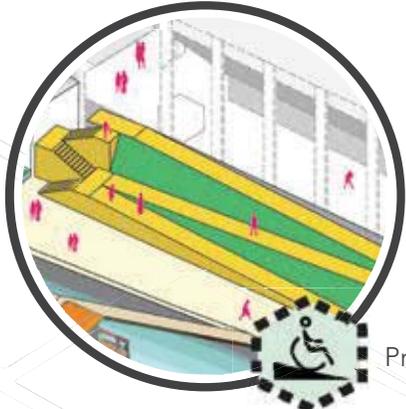
- |  |  |                               |
|--|--|-------------------------------|
|  |  | EXISTING   PROPOSED ADA RAMP  |
|  |  | EXISTING   PROPOSED ELEVATOR  |
|  |  | EXISTING   PROPOSED STAIRCASE |

## GROUND ACCESS LEGEND

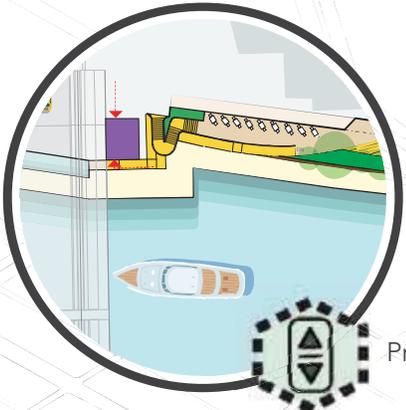
- |  |                           |
|--|---------------------------|
|  | ACCESS TO RIVERFRONT EDGE |
|--|---------------------------|



Proposed Staircase



Proposed Ramp

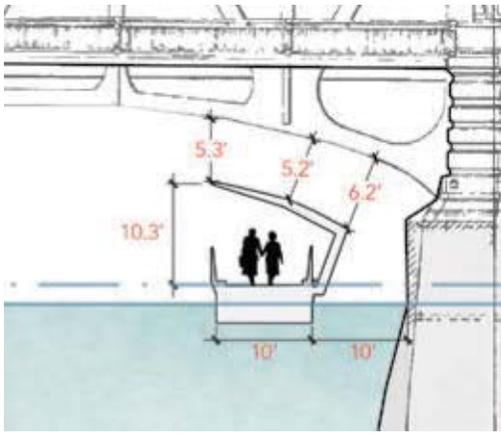


Proposed Elevator

# UNDERBRIDGE CONNECTION

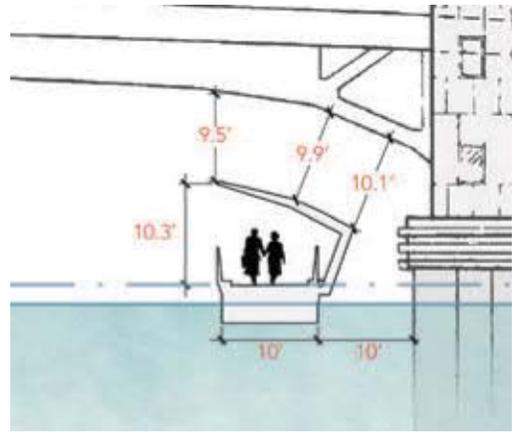
Underbridge connection structures were extensively vetted by the US Corps of Engineers and the US Coast Guard during development of the Main Branch Riverwalk. This component was standardized and constructed for six of the bridge crossings and is the basis for evaluating the 12 locations at the South Branch.

1



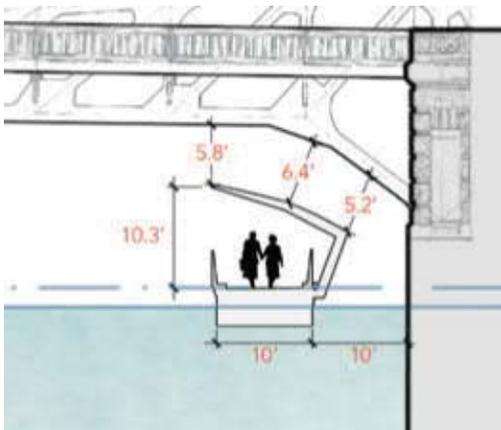
Lake Street Bridge

2



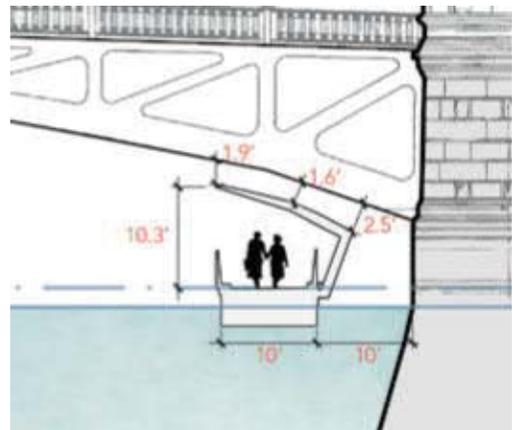
Randolph Street Bridge

5



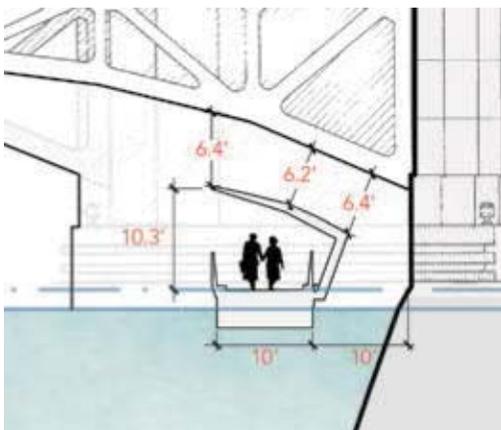
Monroe Street Bridge

6



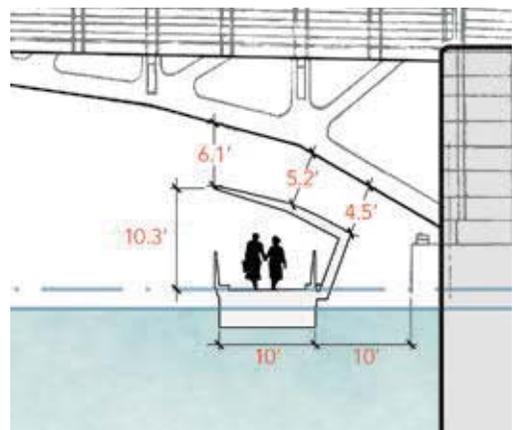
Adams Street Bridge

9



Ida B. Wells Drive Bridge

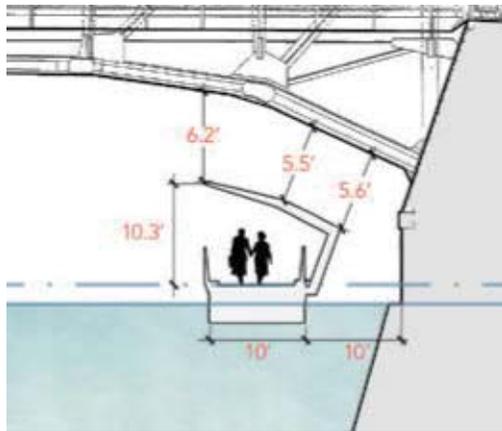
10



Harrison Street Bridge

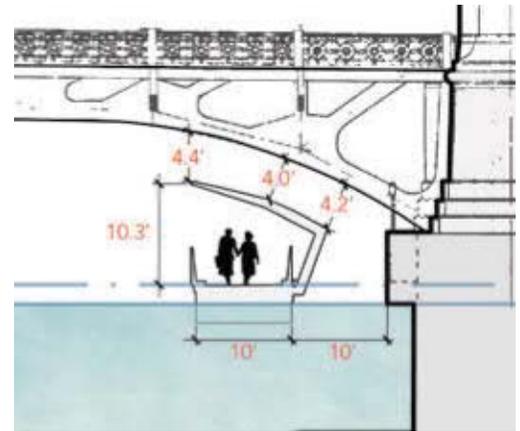
These bridge structures vary greatly by style (swing, double leaf, rolling lift) and as a result, so do clearance dimensions for proposed underbridge connection structures. These diagrams show key dimensions when the Main Branch underbridge section / profile is applied to each bridge.

**3**



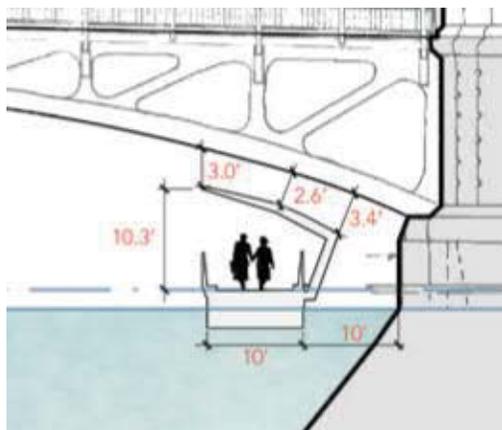
Washington Street Bridge

**4**



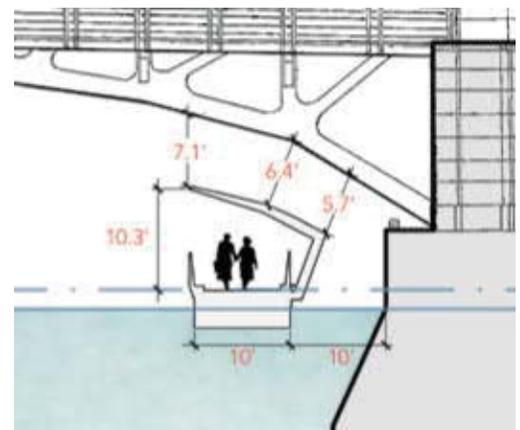
Madison Street Bridge

**7**



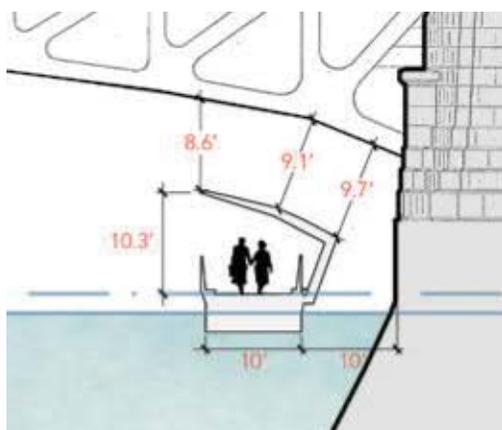
Jackson Boulevard Bridge

**8**



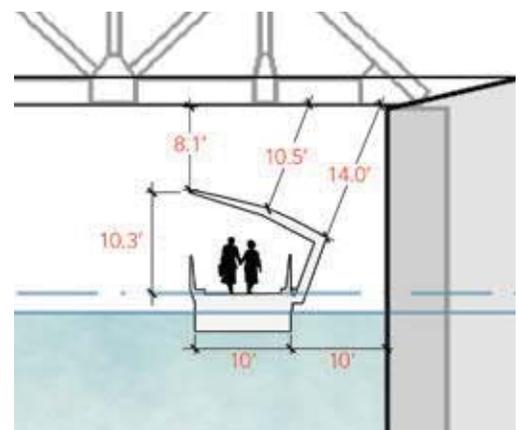
Van Buren Street Bridge

**11**



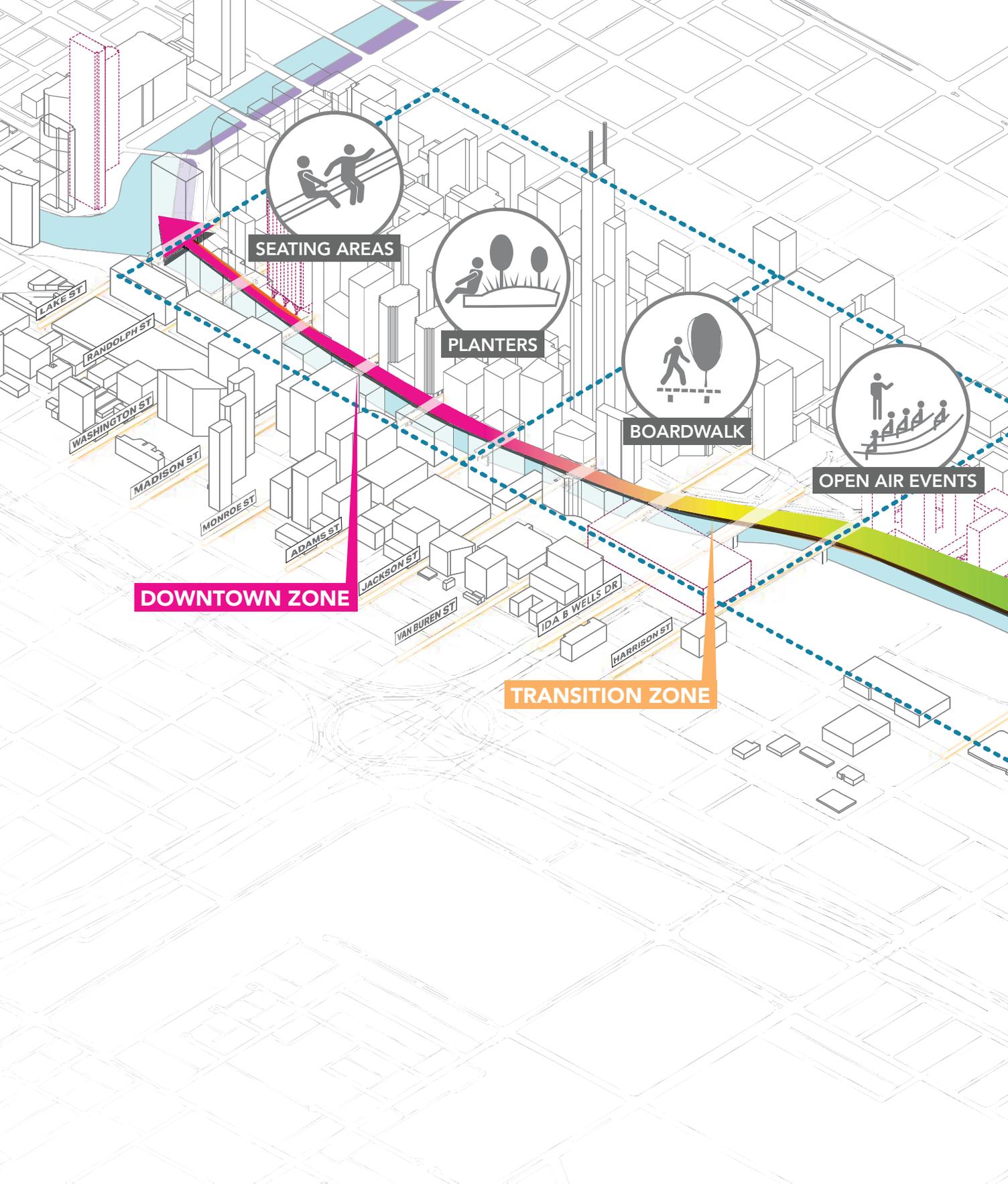
Roosevelt Road Bridge

**12**



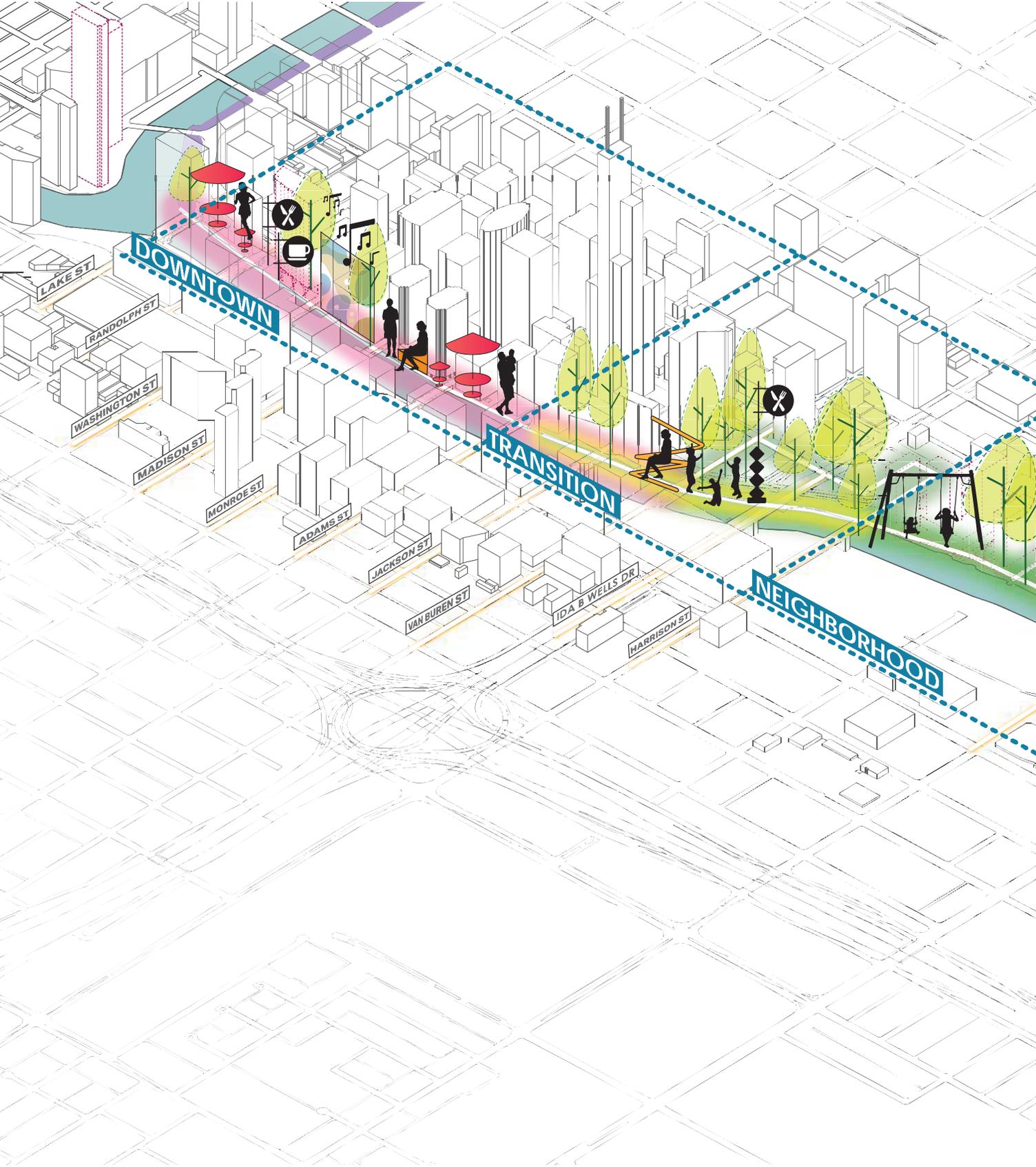
St. Charles Air Line Bridge

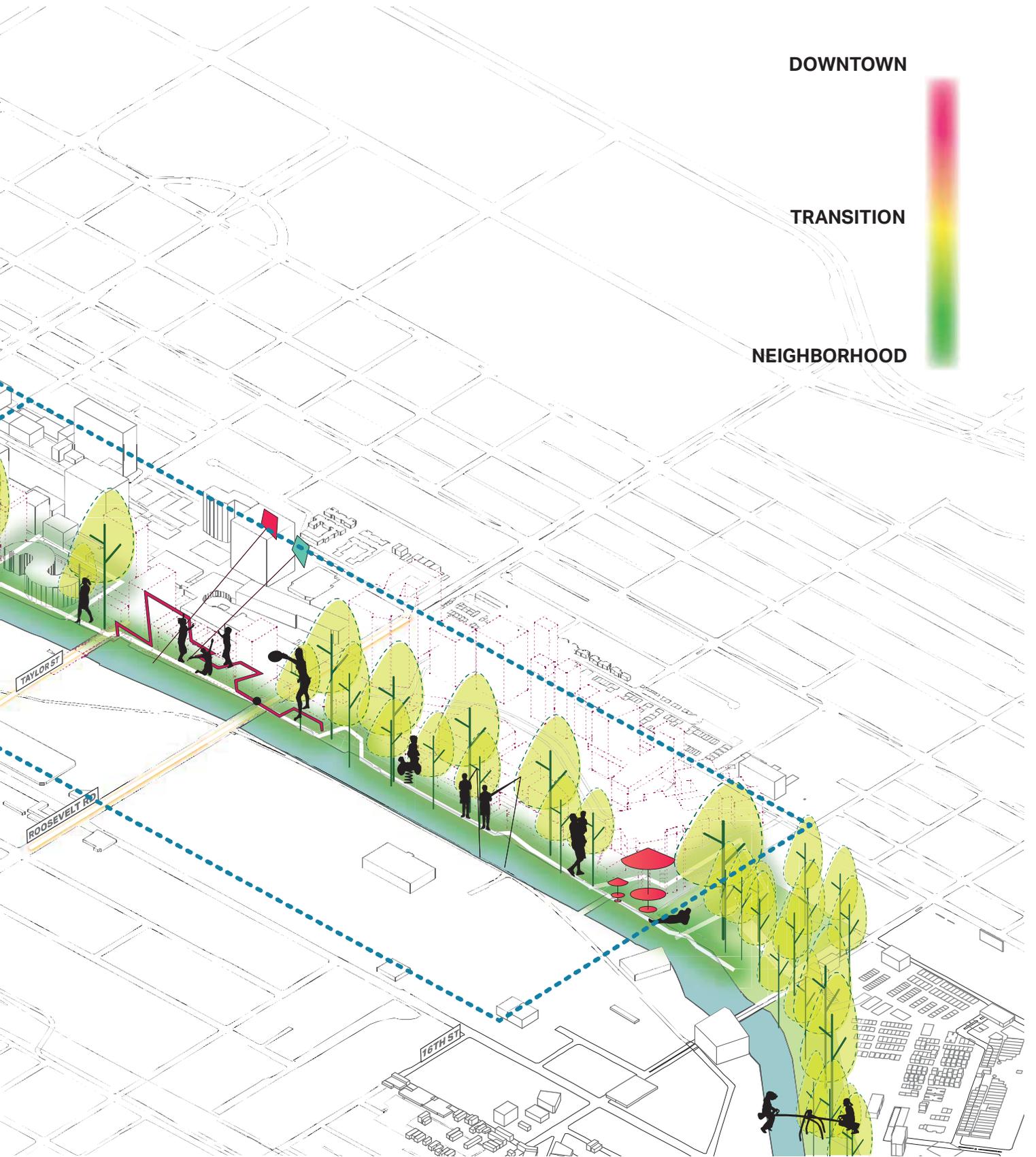
# PROGRAMMATIC DISTRIBUTION





# THE SOUTH BRANCH RIVERWALK EXPERIENCE



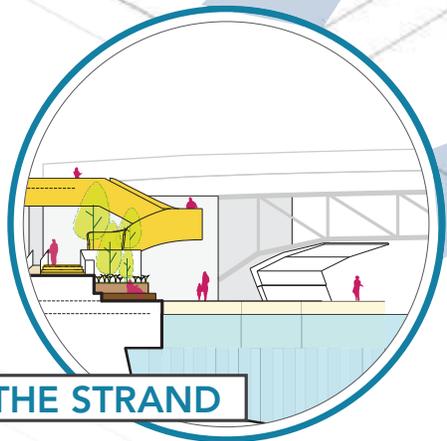
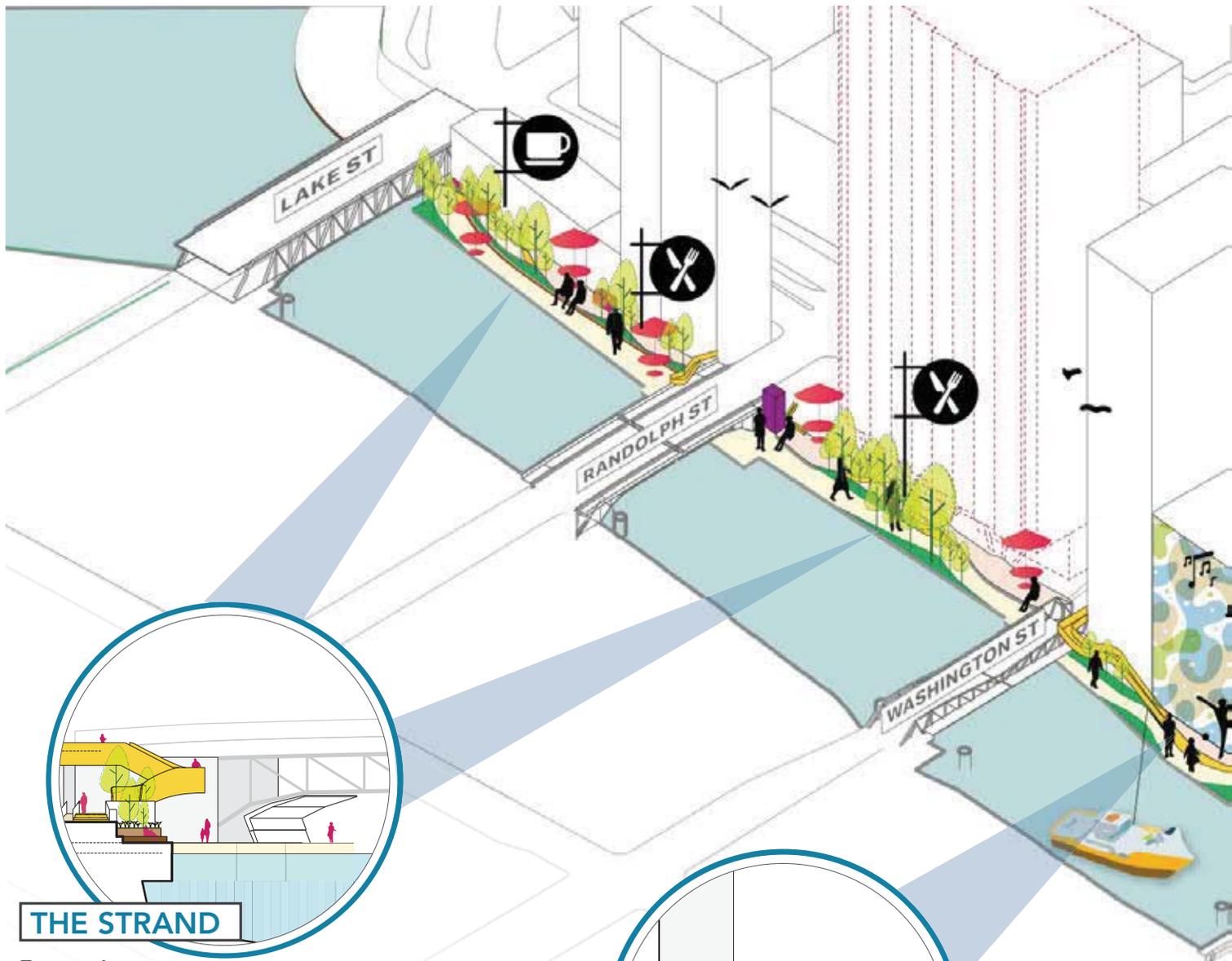


DOWNTOWN

TRANSITION

NEIGHBORHOOD

# DOWNTOWN



## THE STRAND

**Economic**

Leasable Areas

**Recreation**

Boat Stops

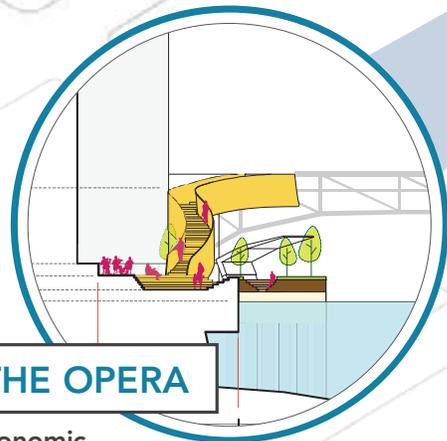
Seating Areas

**Culture**

Hospitality Establishments

**Ecological**

Native Plantings



## THE OPERA

**Economic**

Pop-Up Vendor Kiosks

**Recreation**

Seating Areas

**Culture**

Performance Stage

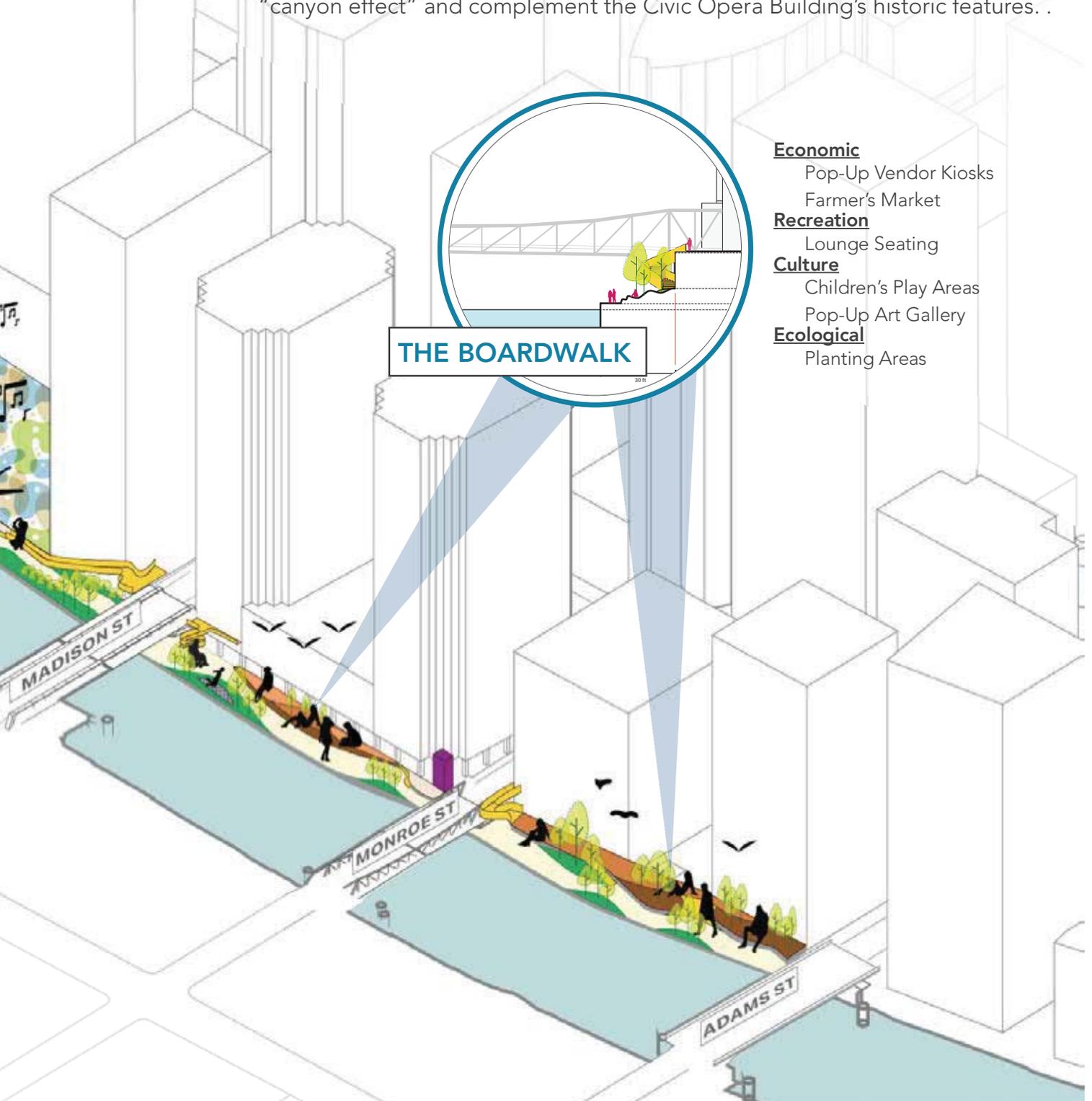
Sculpture Park

Video Projections

**Ecological**

Native Plantings

On both sides of the River, the **Downtown** zone has private buildings adjacent to the River edge, limiting the width of any future Riverwalk in this area. Buildings on the west bank were built over rail tracks and have riverside plazas, but typically at street level. On the east bank, the historic Civic Opera Building is the literal centerpiece, while river access is limited to a narrow terrace at the River level two blocks to the north and street level arcade two blocks to the south. This stretch will require close coordination with building owners and a design that tries to mitigate the “canyon effect” and complement the Civic Opera Building’s historic features. .



**Economic**

Pop-Up Vendor Kiosks

Farmer's Market

**Recreation**

Lounge Seating

**Culture**

Children's Play Areas

Pop-Up Art Gallery

**Ecological**

Planting Areas

# SITE 1: LAKE STREET TO RANDOLPH STREET

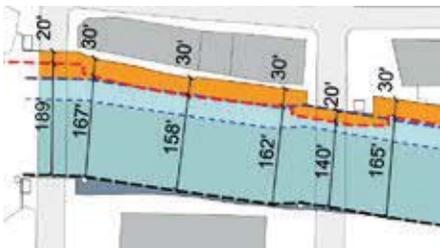
## THE STRAND (NORTH)

### PLAN VIEW

An iteration of the Cove and Marina on the Main Branch, The Strand will look to activate the riverfront by creating different levels of space for pause in connection with existing commercial outlets.

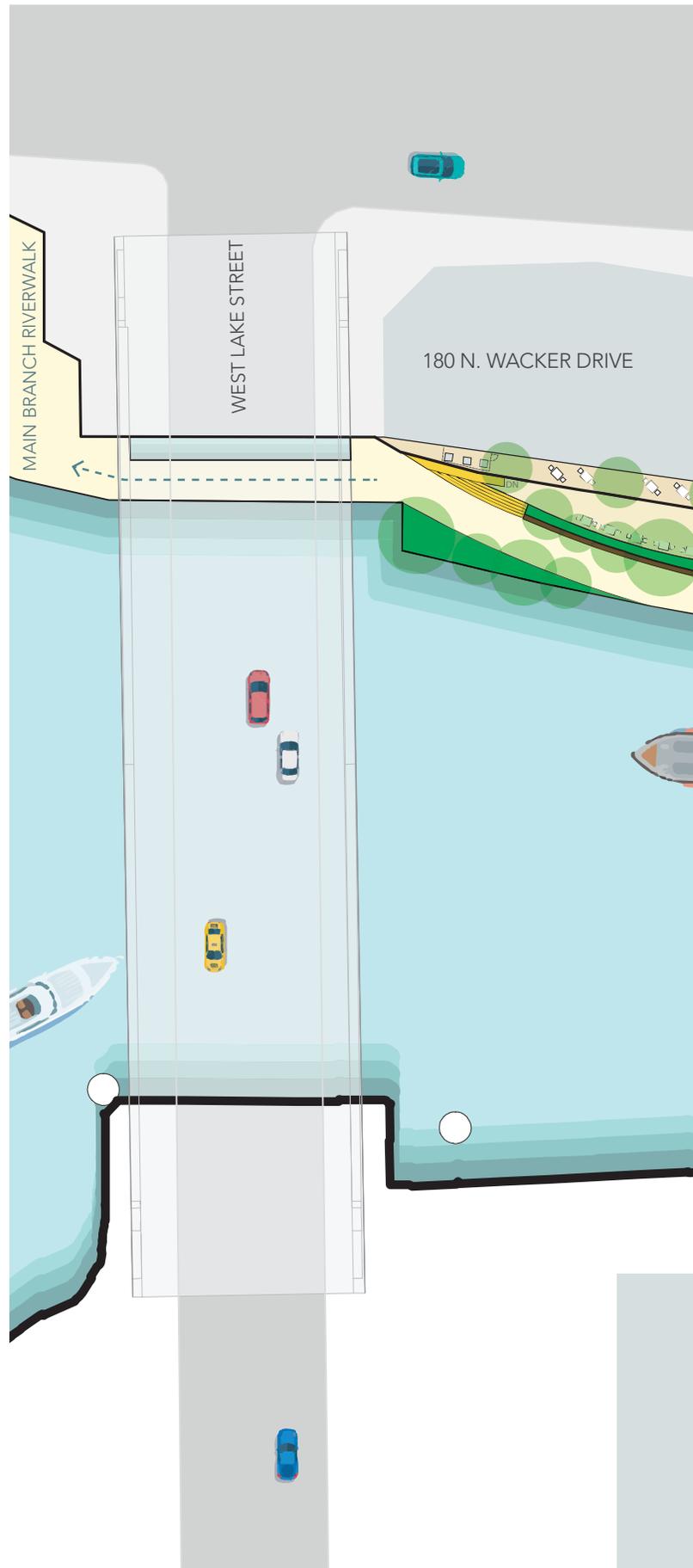
Integrated with the existing private outdoor areas at the dock wall level, this room will have a terraced effect with an organic geometry that provides a series of levels for congregating. Where these geometries overlap, planted areas will be introduced to provide shade and serenity. Along the edge of these planters, a continuous seating area is placed to provide a visual link to the next space as well as an opportunity to take in the city and observe the activity of the River.

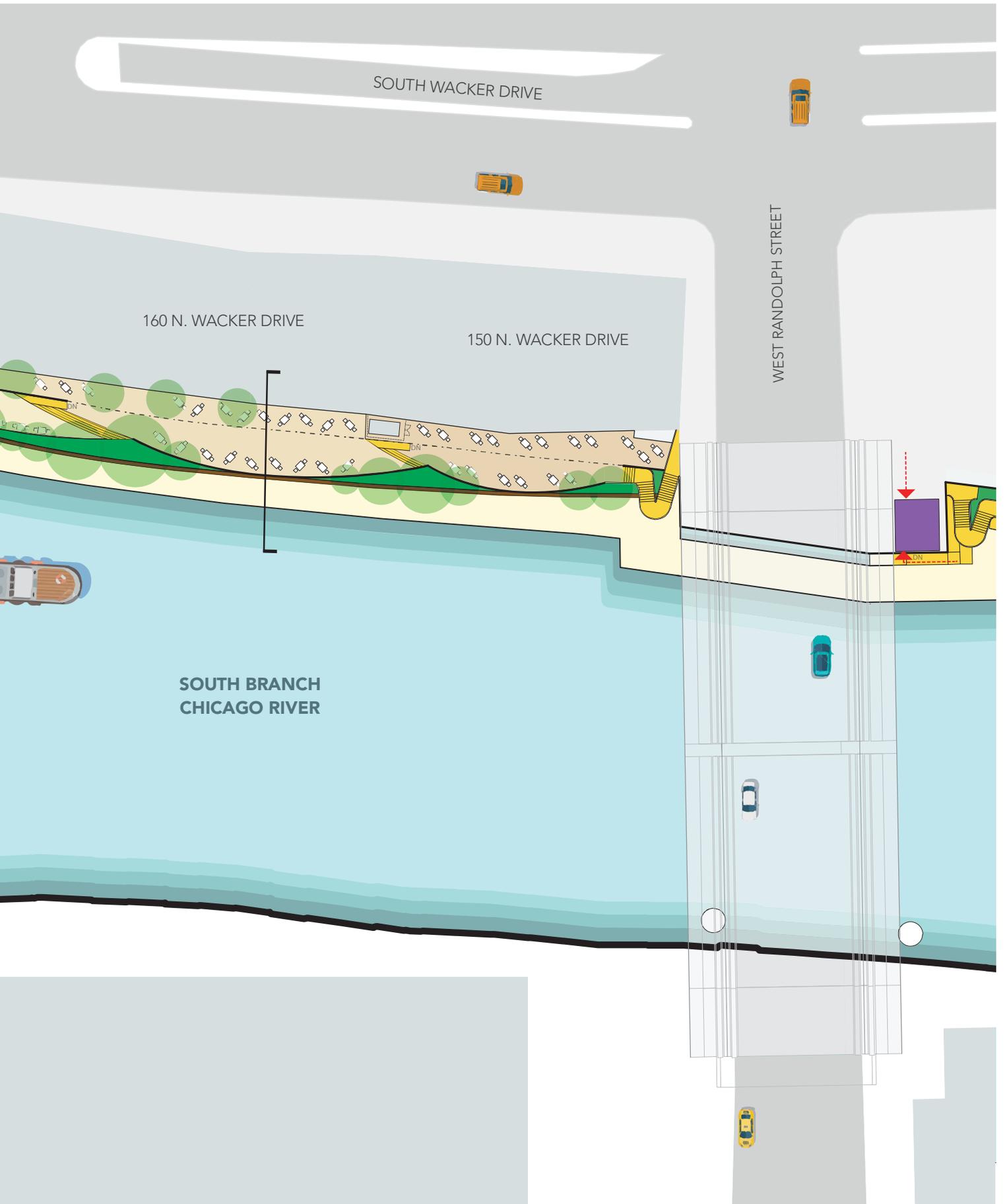
### TARGET DESIGN AREA



### LEGEND

	GREEN SPACE		WOOD ELEMENTS
	STAIRS & RAMPS		EXISTING DOLPHIN
	ELEVATOR		PROPERTY LINE
	FURNITURE		PAVEMENT
	SECTION VIEW LOCATION		





# SITE 1: LAKE STREET TO RANDOLPH STREET

## THE STRAND (NORTH) SECTION VIEW

### Constraints

This room is proposed as a 30' wide Riverwalk between bridges while retaining a horizontal clearance of 158' - 167'.

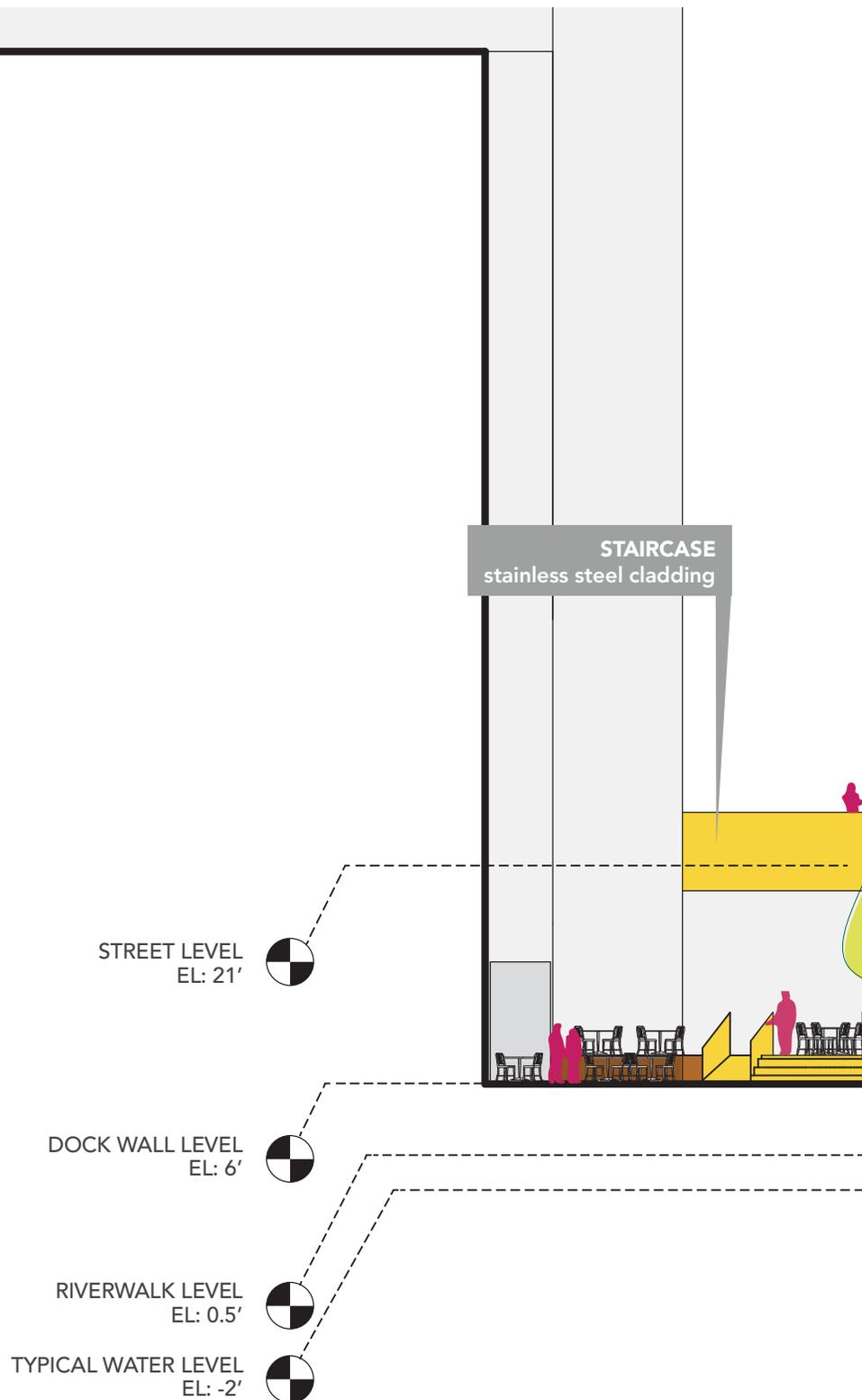
The existing outdoor areas adjacent to the buildings are at different levels. Steps and ADA ramps will be integrated into the terraced landscape in order to connect the Riverwalk with these varied dock wall levels. The design will provide screening of existing HVAC equipments and electrical unit located on the private side of the site to create a tranquil and relaxing environment.

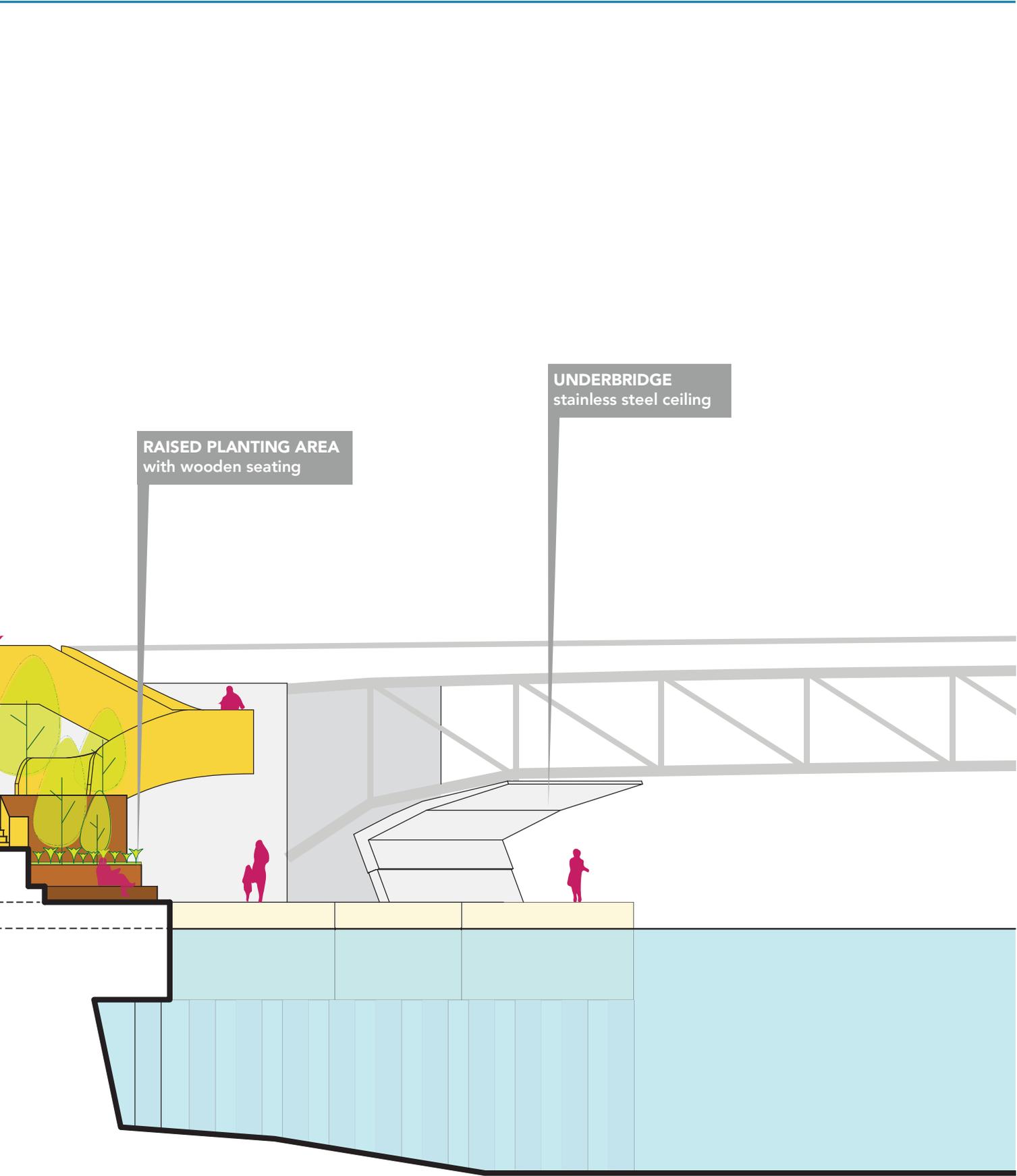
### Construction

Connected with the Main Branch through an underbridge, this room will have a continuous walkway, elevated platforms at varied levels and raised planting areas that will be built out from the existing sheet piles. The structure for this assembly is conceptualized as a concrete platform supported by drilled piers.

### Material

With circulation staircase cladded with stainless steel panels, concrete pavers for the walkway, native plantings and wooden seating along the raised planting area, the material palette in this room will indicate its connection with the Main Branch while creating a different spatial experience.

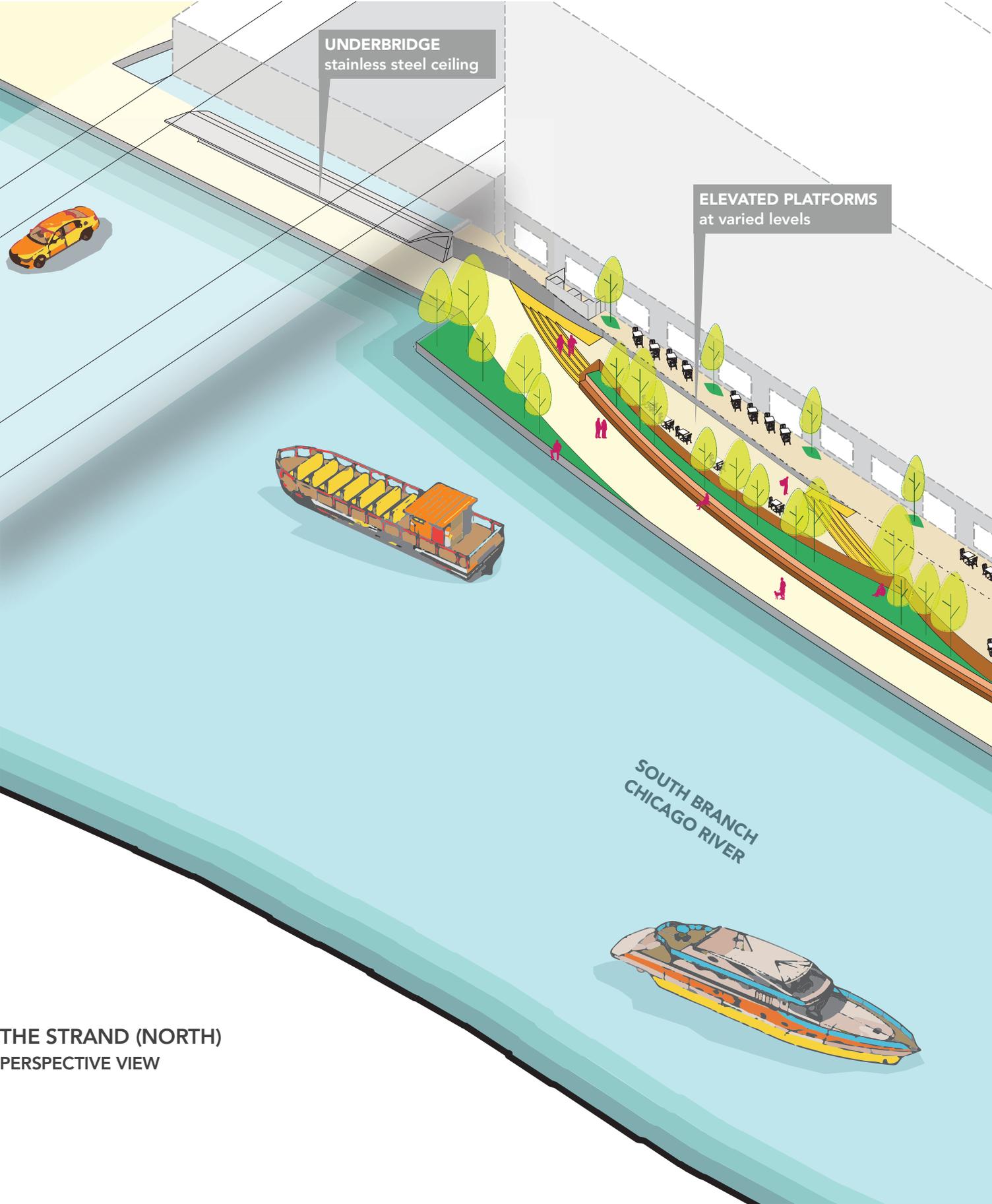




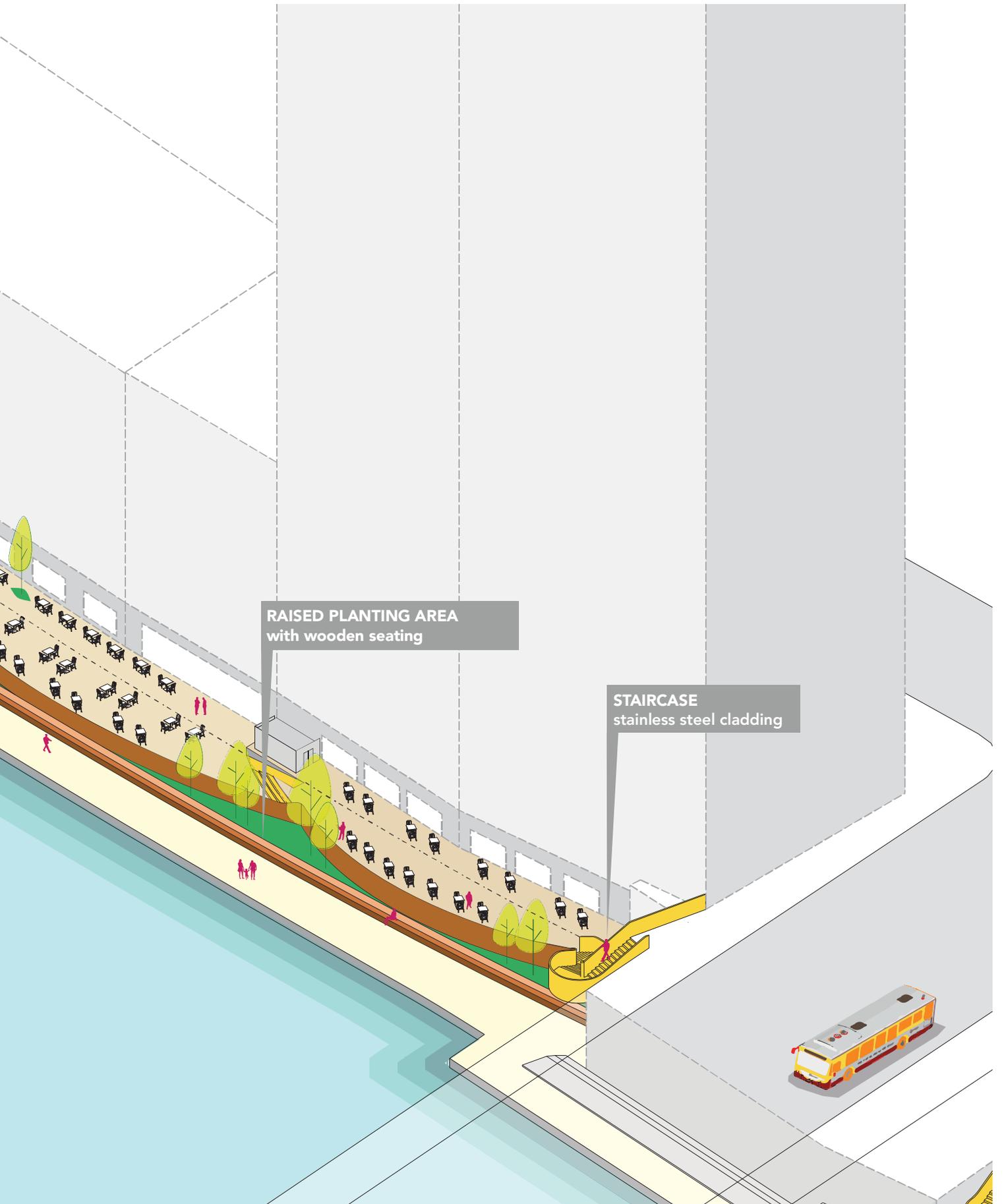
RAISED PLANTING AREA  
with wooden seating

UNDERBRIDGE  
stainless steel ceiling

# SITE 1: LAKE STREET TO RANDOLPH STREET



THE STRAND (NORTH)  
PERSPECTIVE VIEW



# SITE 2: RANDOLPH STREET TO WASHINGTON STREET

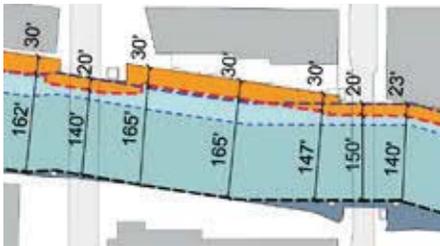
## THE STRAND (SOUTH)

### PLAN VIEW

Continuing the language of the previous room, different levels of space will be created to establish a connection to the upcoming restaurant within a new development.

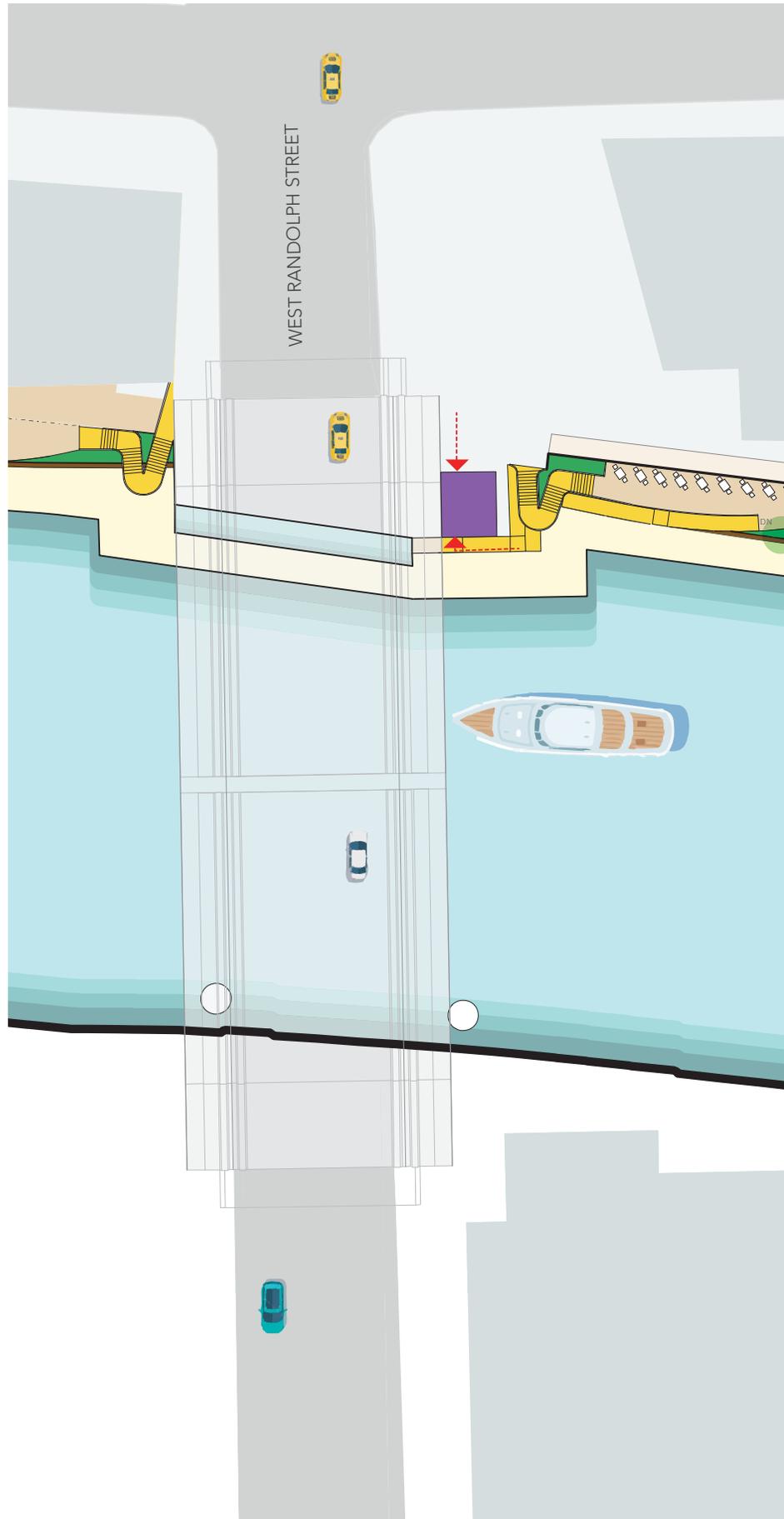
The terracing of spaces within this room is to draw the vibrant activity that will occur in the new plaza on the street level, that will be a part of the new office building development, down to the Riverwalk level. The variety of heights will divide the room into several smaller spaces that are connected with one another. Integrated along the edge of the central space is a large planted area with a continuous seating element facing the river. An additional planting area along the river edge provides relief from the hardscape of the City above.

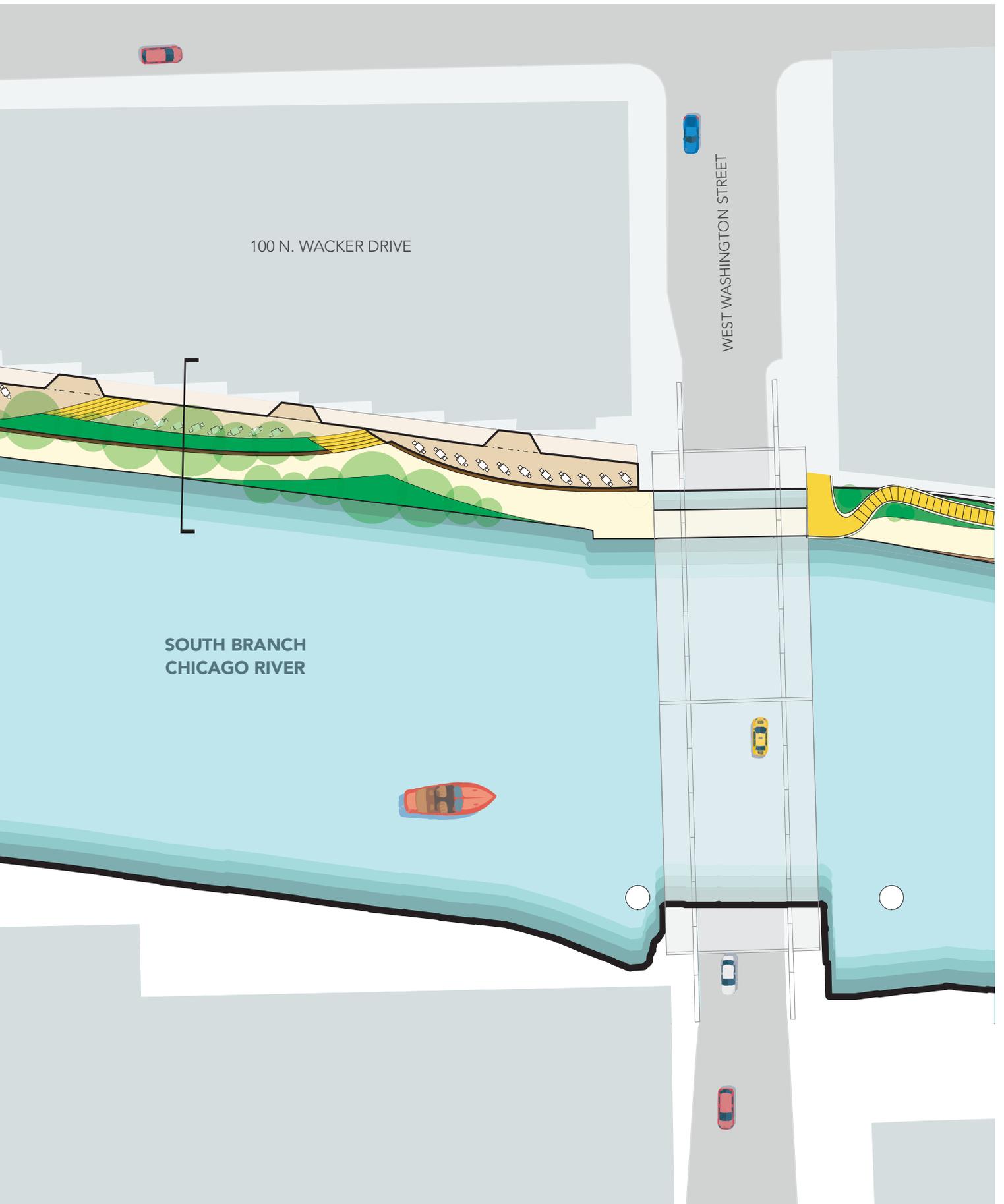
### TARGET DESIGN AREA



### LEGEND

- |   |                       |   |                  |
|---|-----------------------|---|------------------|
|  | GREEN SPACE           |  | WOOD ELEMENTS    |
|  | STAIRS & RAMPS        |  | EXISTING DOLPHIN |
|  | ELEVATOR              |  | PROPERTY LINE    |
|  | FURNITURE             |  | PAVEMENT         |
|  | SECTION VIEW LOCATION |  |                  |





100 N. WACKER DRIVE

WEST WASHINGTON STREET

SOUTH BRANCH  
CHICAGO RIVER

# SITE 2: RANDOLPH STREET TO WASHINGTON STREET

## THE STRAND (SOUTH) SECTION VIEW

### Constraints

To achieve a consistent width of 30' with the prior room, the horizontal clearance of the River in this room is typically 165', but tapers to 147' at the Washington underbridge connector.

The bridge house at the southeast corner of Randolph Street Bridge will accommodate a new elevator, connecting the Riverwalk and the street. Access to the elevator will be provided on the east face of the bridge house at the street level and on the west face of the bridge house at the existing dock wall level. A ramp will be provided to connect the Riverwalk to the elevator entrance at the dock wall level.

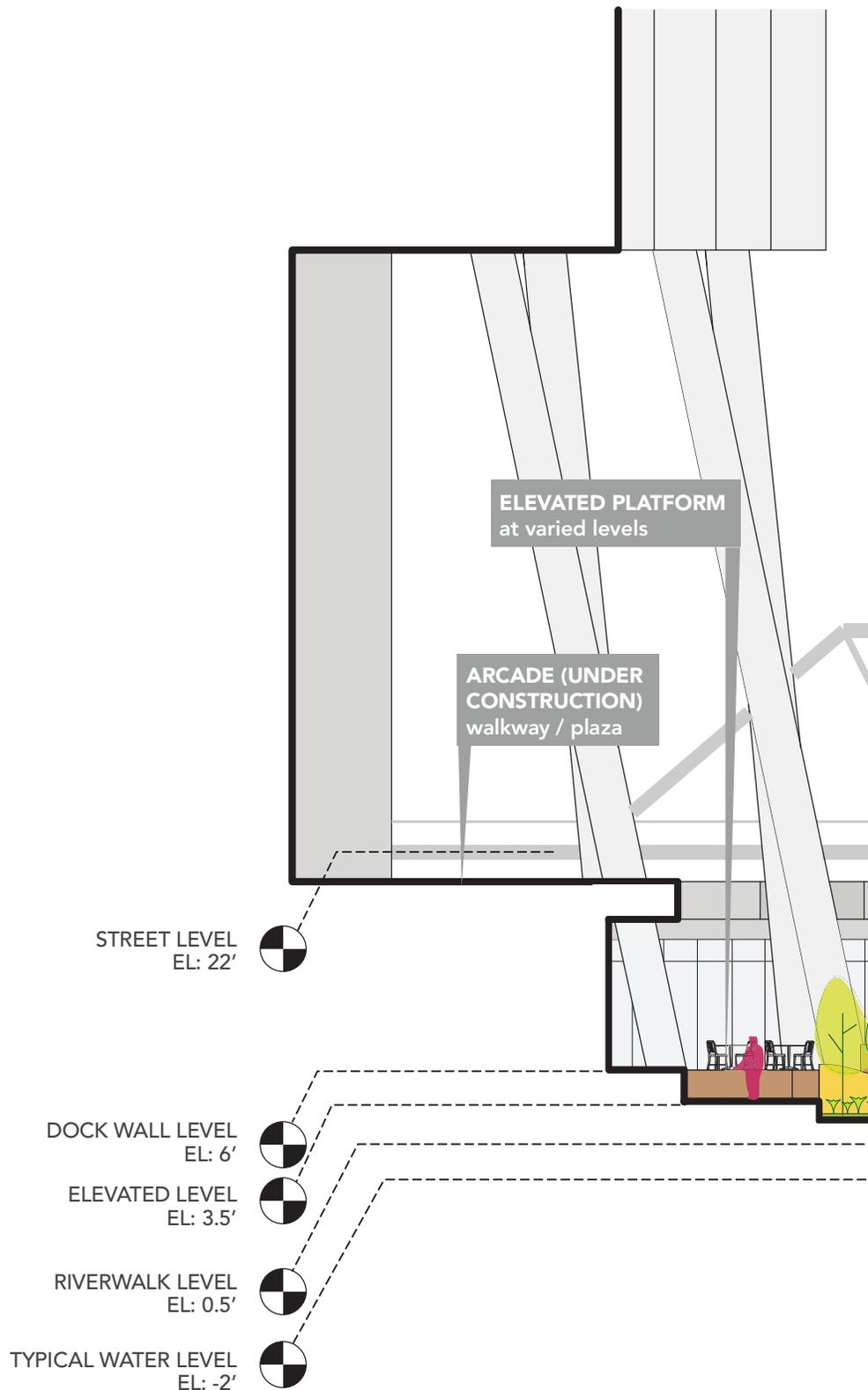
The design will also integrate with the new development area at dock wall level through the terraced landscape with steps and ramps to provide accessibility.

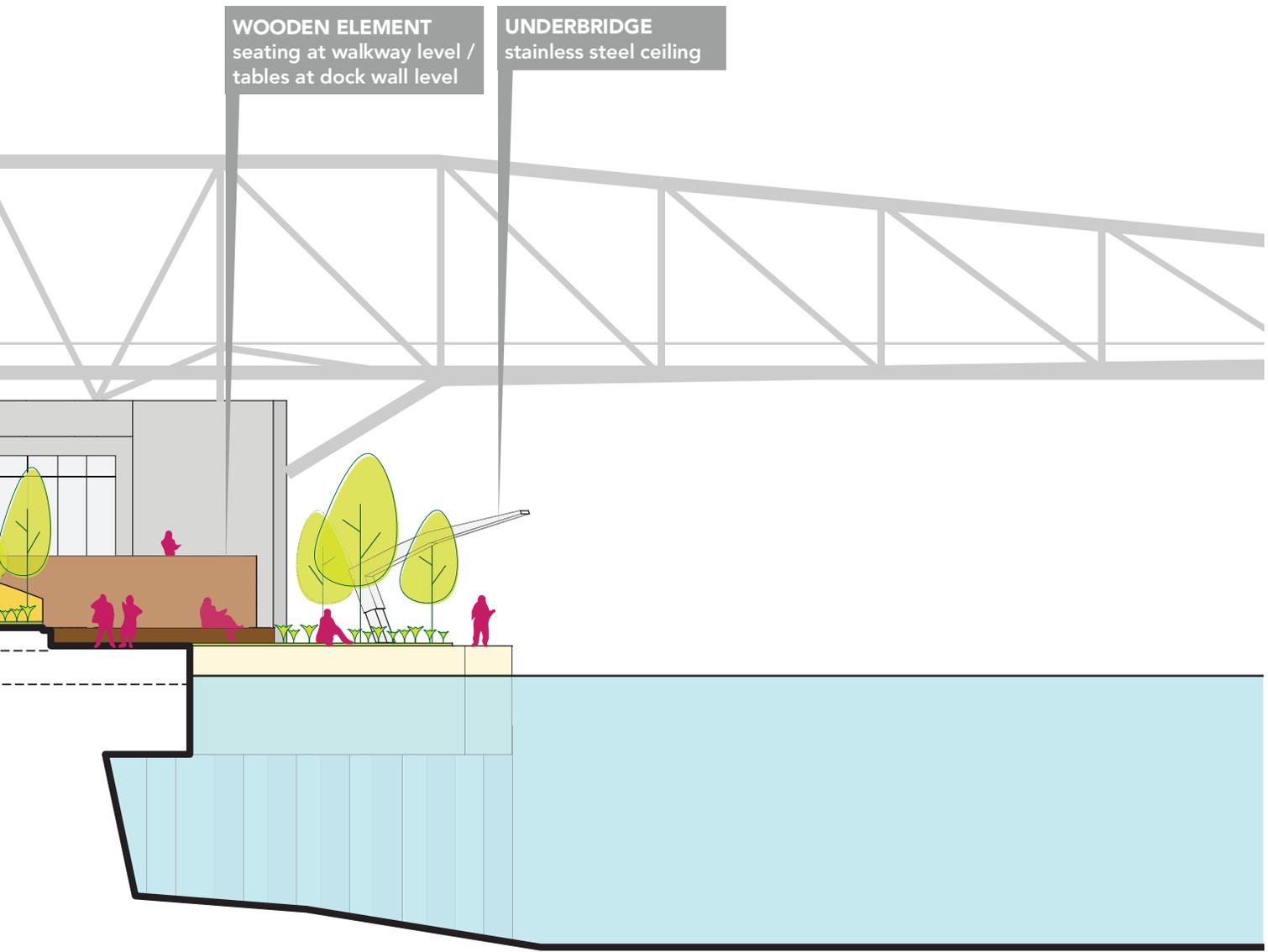
### Construction

A new continuous walkway, elevated platforms and raised planting areas will be built out from the existing sheet piles, and the structure for this assembly is conceptualized as drilled piers with a concrete platform.

### Material

This room will feature circulation staircase clad with stainless steel panels, concrete pavers for the walkway, native plantings and wooden seating along the elevated platforms and raised planting area.





# SITE 3: WASHINGTON STREET TO MADISON STREET

## THE OPERA

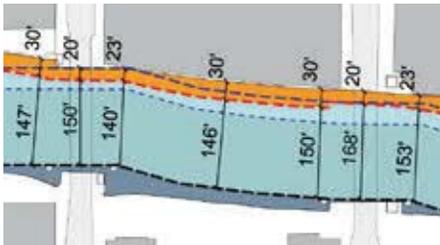
### PLAN VIEW

Hankering upon the grandeur of a historic opera-style staircase, The Opera room will introduce a new space for cultural engagement along the South Branch.

An elegant flowing serpentine stair, descending from an overlook at each end of the room, arrives at an elevated platform that can be used for sculptures, artistic programming and performances.

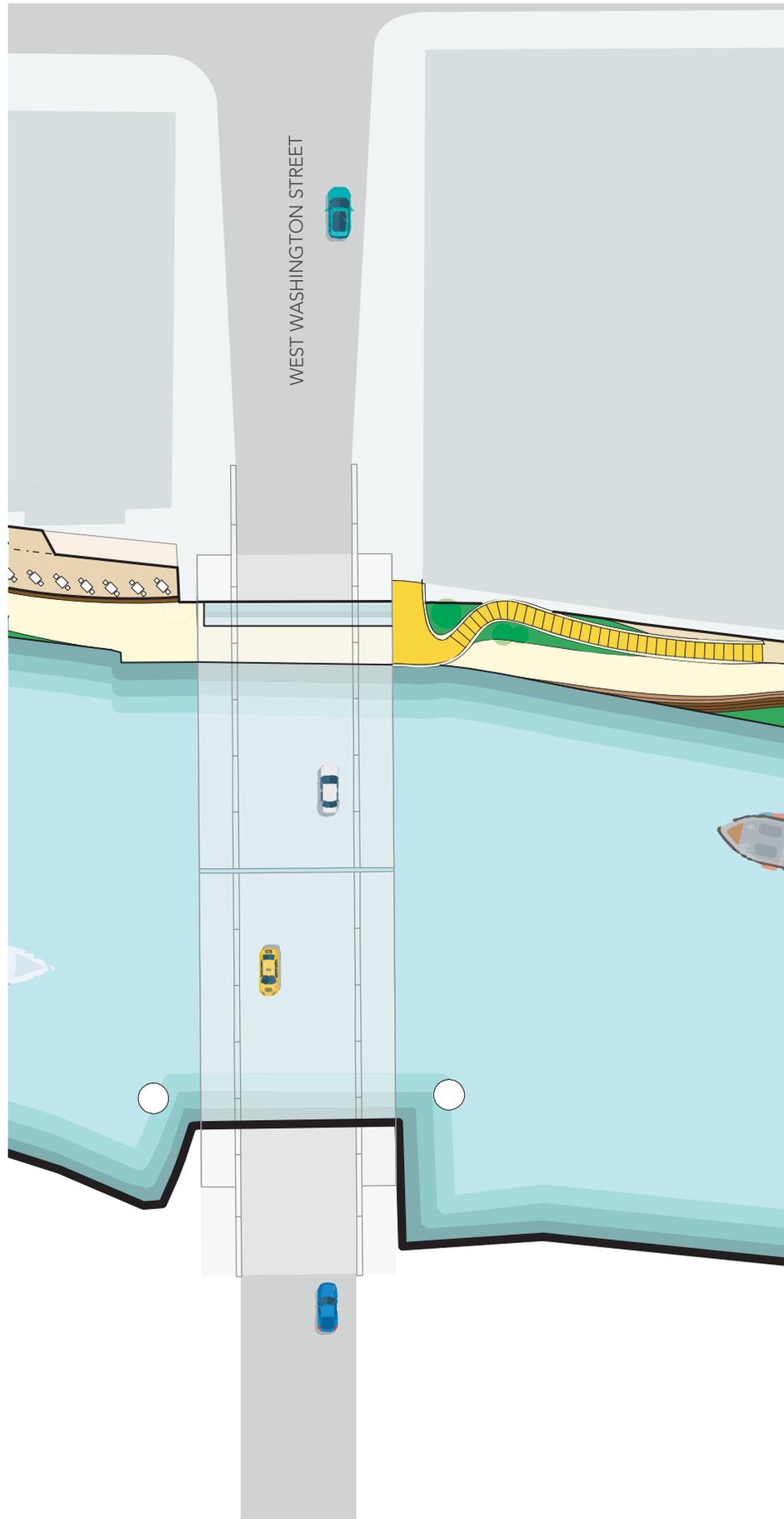
Audiences can enjoy arts on the platform from the seating steps along the river's edge as well as from the existing Riverside Plaza across the river.

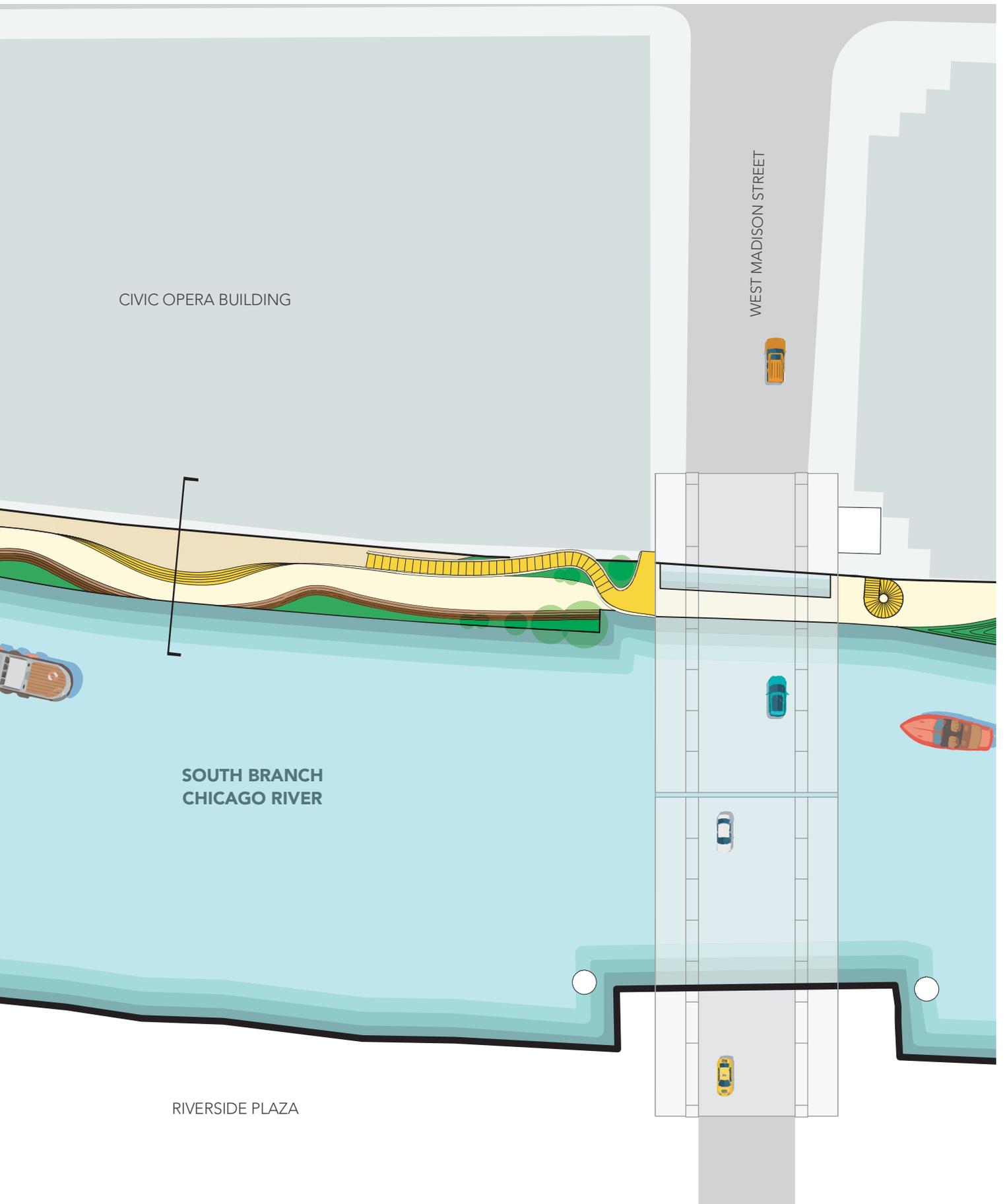
### TARGET DESIGN AREA



### LEGEND

- |   |                       |   |                  |
|---|-----------------------|---|------------------|
|  | GREEN SPACE           |  | WOOD ELEMENTS    |
|  | STAIRS & RAMPS        |  | EXISTING DOLPHIN |
|  | FURNITURE             |  | PAVEMENT         |
|  | SECTION VIEW LOCATION |  |                  |





CIVIC OPERA BUILDING

WEST MADISON STREET

SOUTH BRANCH  
CHICAGO RIVER

RIVERSIDE PLAZA

# SITE 3: WASHINGTON STREET TO MADISON STREET

## THE OPERA SECTION VIEW

### Constraints

Responding to the river width condition in this room, the width of the build-out is proposed from 23' to 30' with the horizontal clearance of the river between bridges from 140' to 150'.

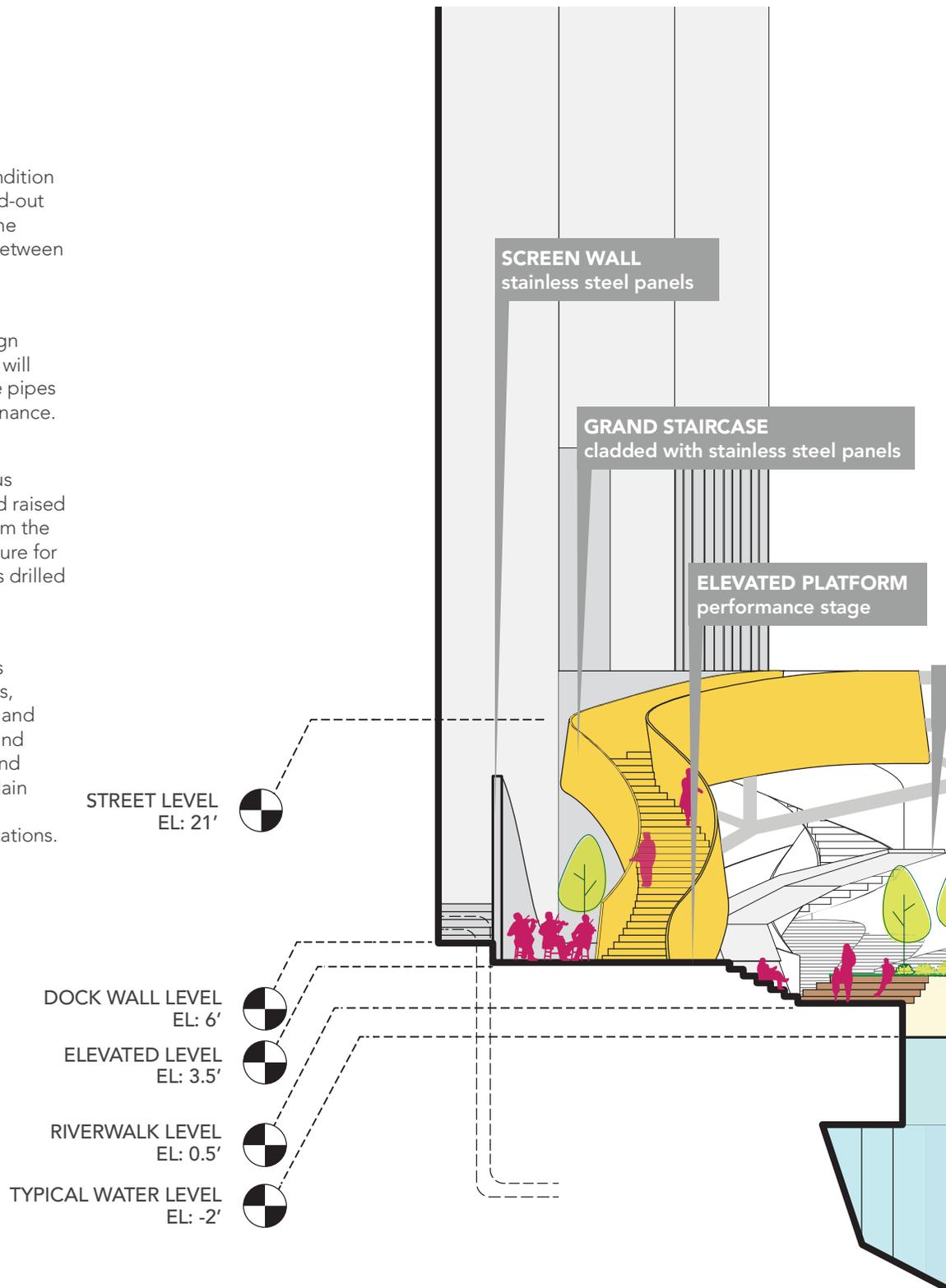
For the existing two intake pipes located at the dock wall, the design will incorporate a screen wall that will conceal the cooling system intake pipes while providing access for maintenance.

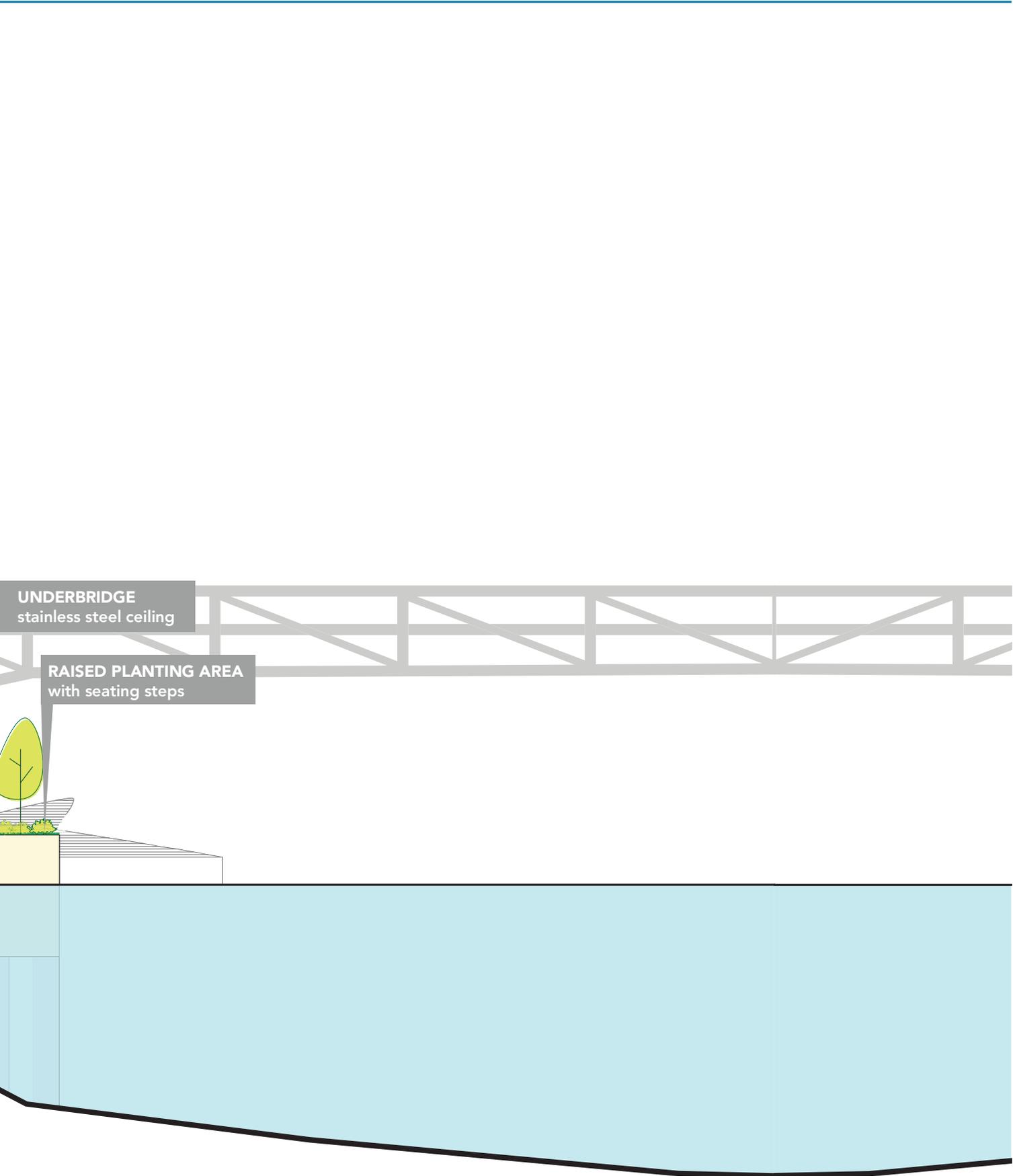
### Construction

Two grand stairs, a new continuous walkway, an elevated platform and raised planting areas will be built out from the existing sheet piles and the structure for this assembly is conceptualized as drilled piers with a concrete platform.

### Material

This room will include grand stairs clad with stainless steel panels, native plantings, wooden seating and concrete pavers for the walkway and platform. The materials will respond to the existing palette from the Main Branch, while creating its unique character through different applications.

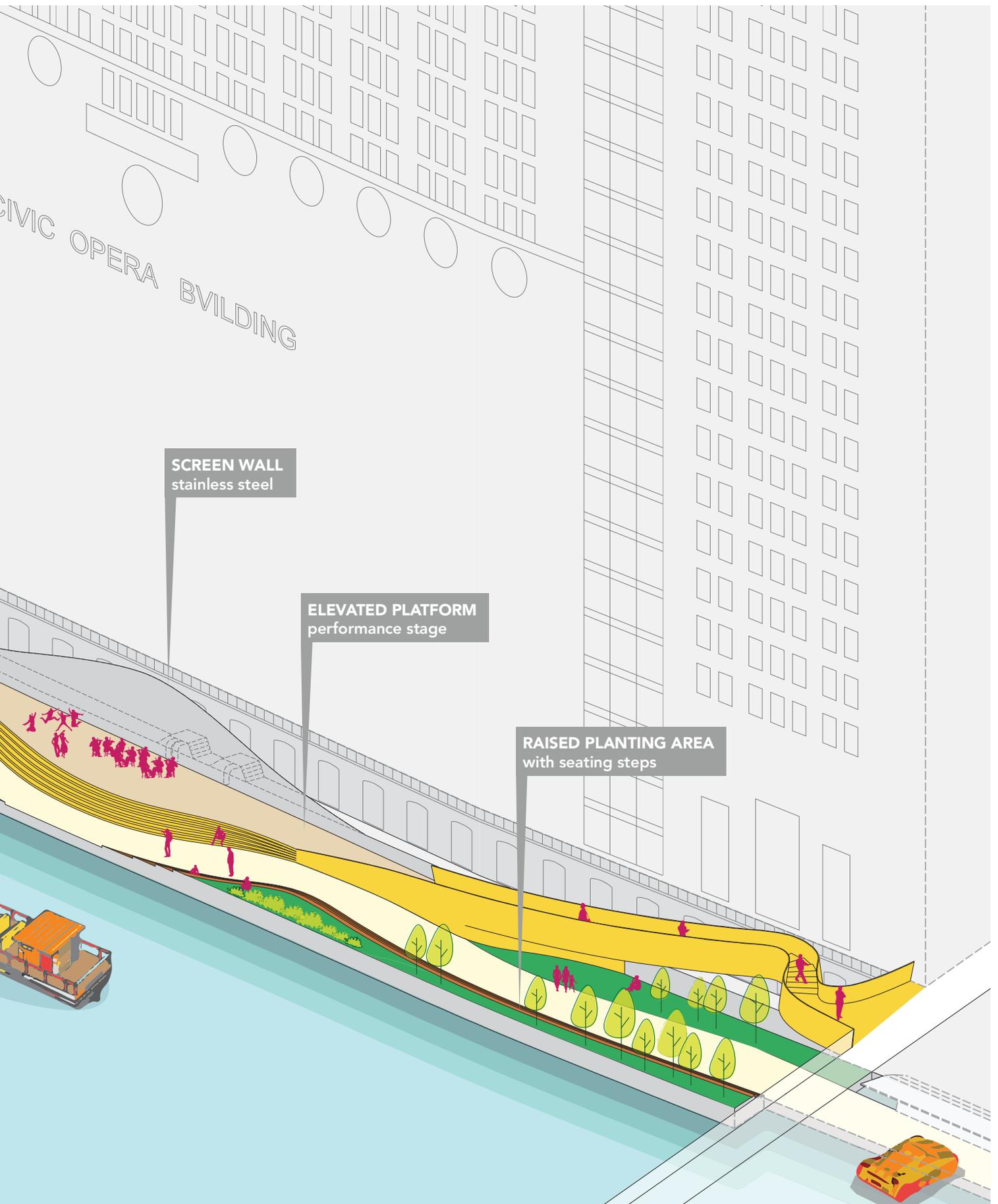




**UNDERBRIDGE**  
stainless steel ceiling

**RAISED PLANTING AREA**  
with seating steps





# SITE 3: WASHINGTON STREET TO MADISON STREET



THE OPERA  
ILLUSTRATION



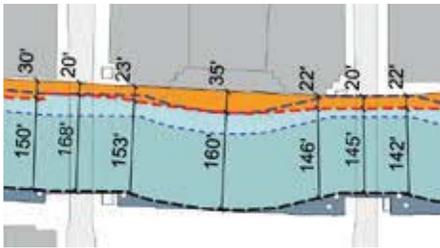
# SITE 4: MADISON STREET TO MONROE STREET

## THE BOARDWALK (NORTH) PLAN VIEW

Envisioned as a nuanced take on boardwalk, this room intends to lend fun and recreation to the Riverwalk.

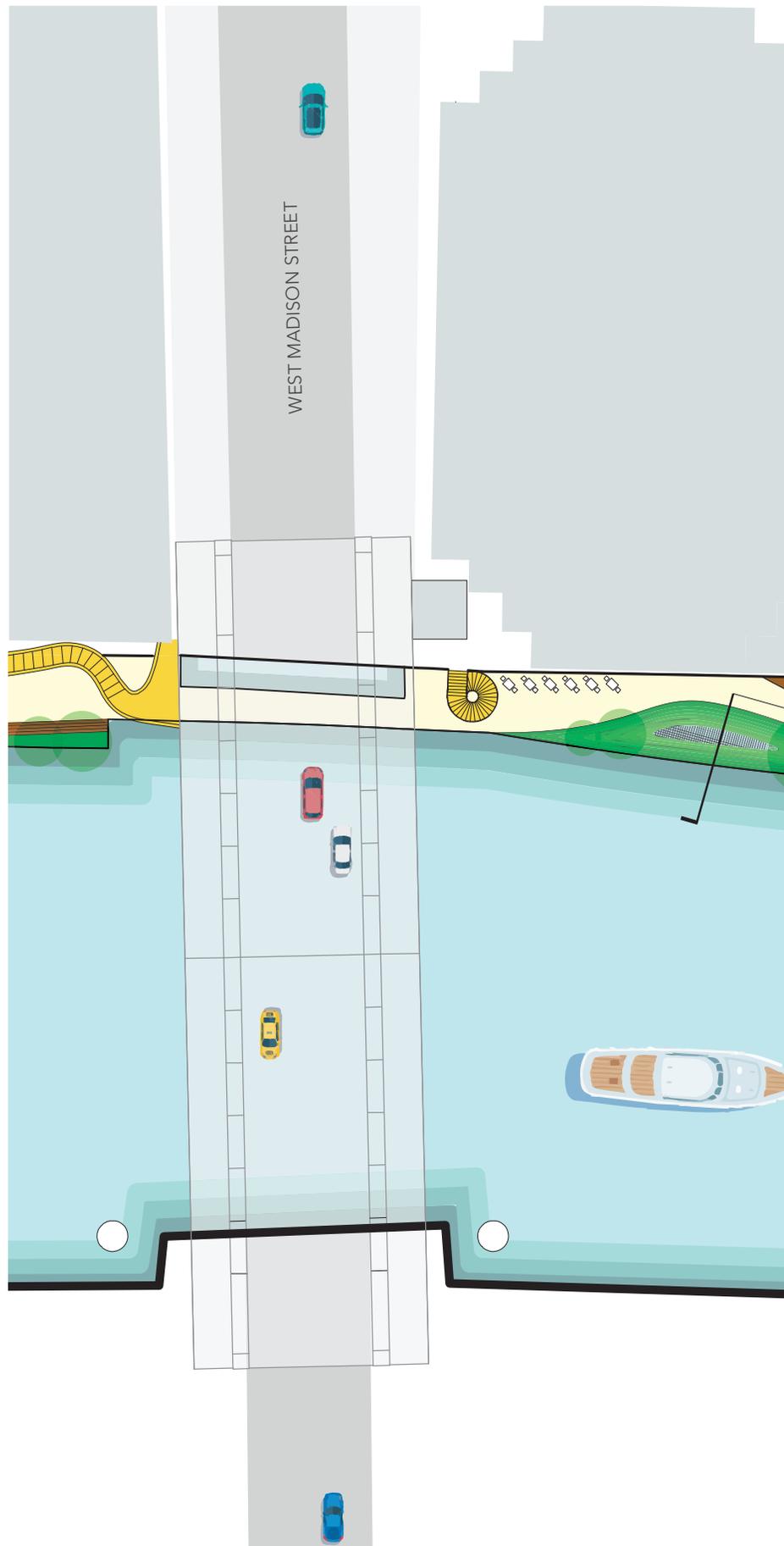
Undulating wooden planes ebb and flow to the backdrop of an existing architectural facade, creating an area for creativity and play. The contours of this wooden element provide areas for lounging, gathering and walking. Along the River edge, pockets of green space rise to accommodate interactive seating that allows its users to play or relax while the water of the Chicago River moves below them and the tree canopy filters views to the city above.

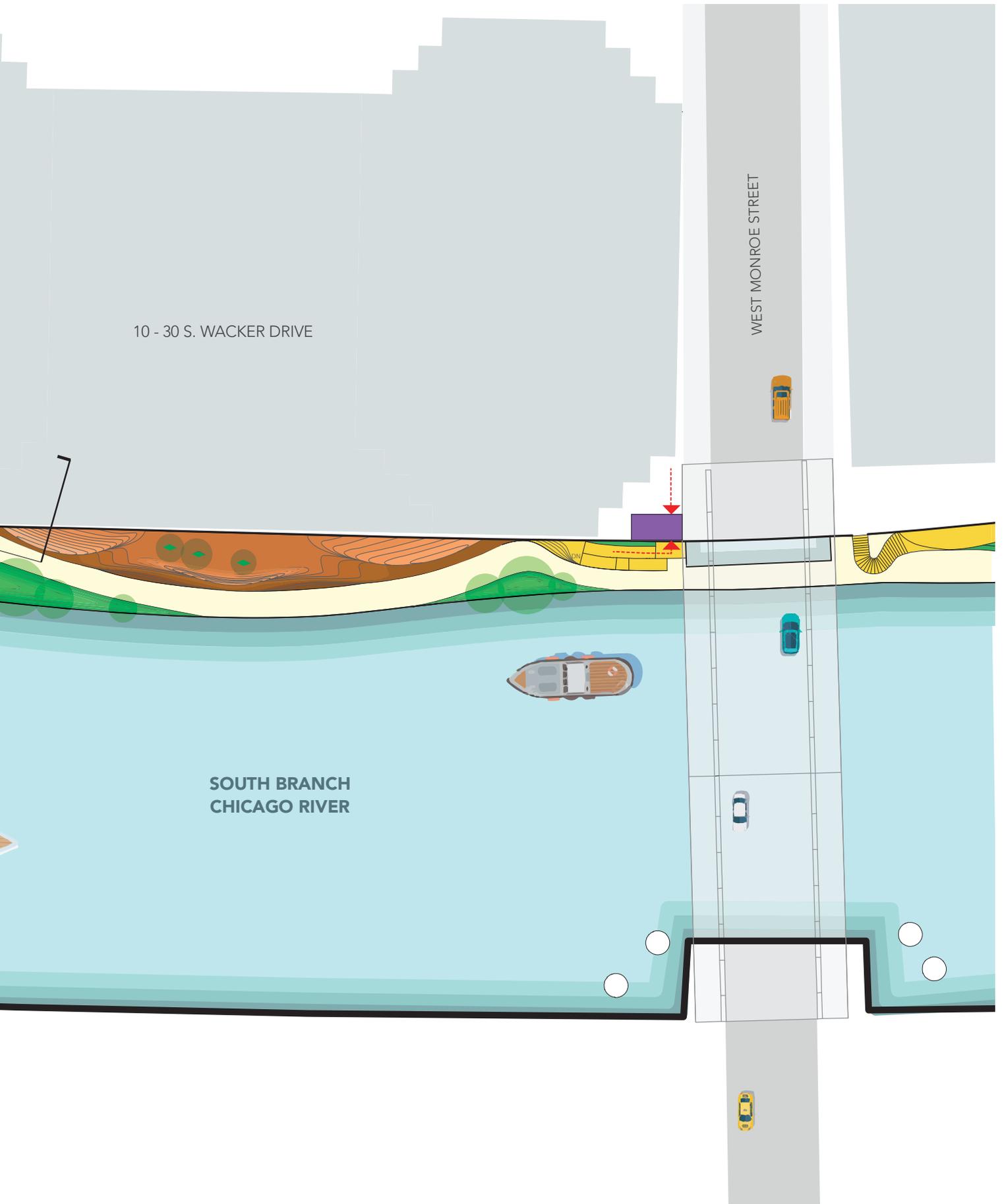
## TARGET DESIGN AREA



## LEGEND

- |   |                       |   |                     |
|---|-----------------------|---|---------------------|
|  | GREEN SPACE           |  | PAVEMENT            |
|  | STAIRS & RAMPS        |  | WOOD ELEMENTS       |
|  | ELEVATOR              |  | FURNITURE           |
|  | EXISTING DOLPHIN      |  | INTERACTIVE SEATING |
|  | SECTION VIEW LOCATION |   |                     |





10 - 30 S. WACKER DRIVE

WEST MONROE STREET

SOUTH BRANCH  
CHICAGO RIVER

# SITE 4: MADISON STREET TO MONROE STREET

## THE BOARDWALK (NORTH) SECTION VIEW

### Constraints

In order to build a continuous Riverwalk with adequate space for envisioned activities, the proposed width of the build-out ranges from 22' to 35' with the horizontal clearance of river between bridges from 146' to 160'.

To provide accessibility from street level to the Riverwalk, an elevator will be installed within the existing bridge house located at the northeast corner of the Monroe Street bridge. Access to the elevator will be provided on the east face of the bridge house at the street level and on the west face of the bridge house at the existing dock wall level. A ramp will be provided to connect the Riverwalk to the elevator entrance at the dock wall level.

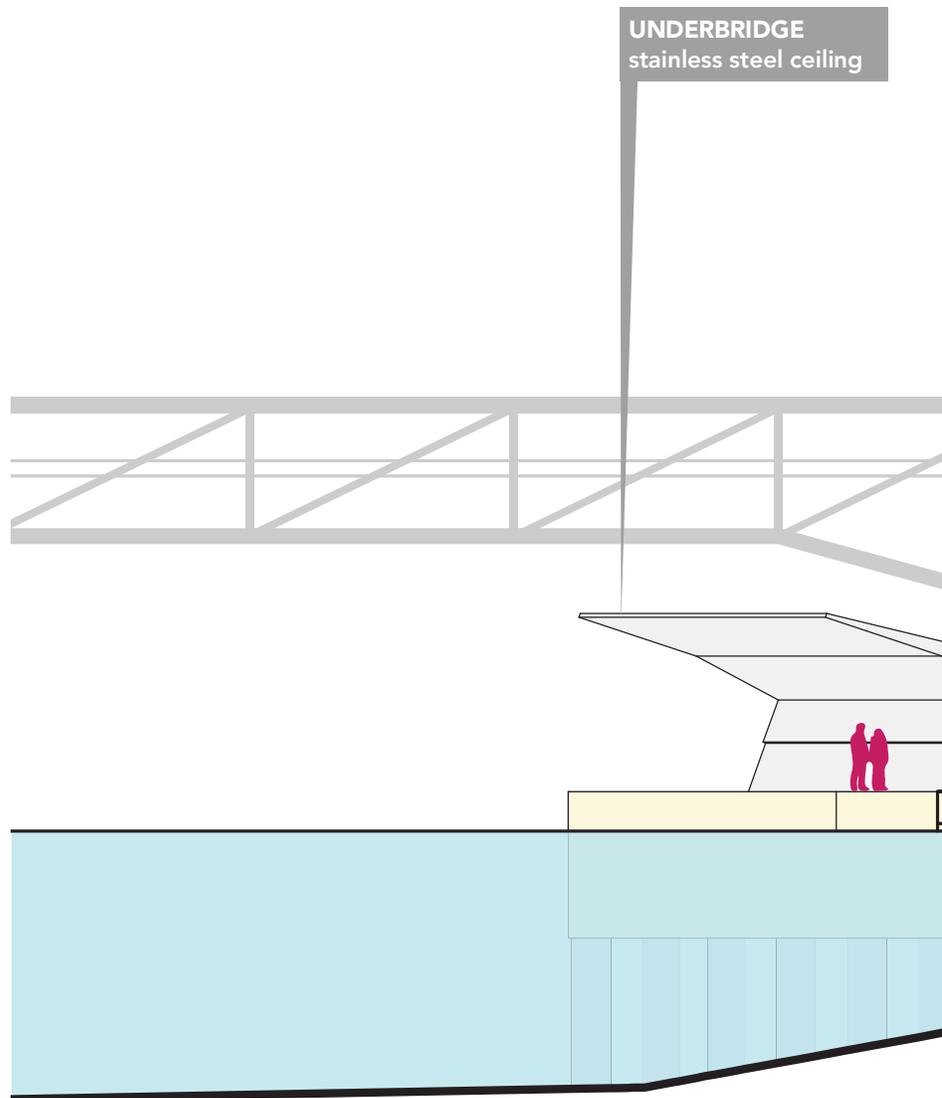
Within a narrow footprint, a spiral staircase will be provided at the north end of the room to connect the Riverwalk with the arcade space on the street level.

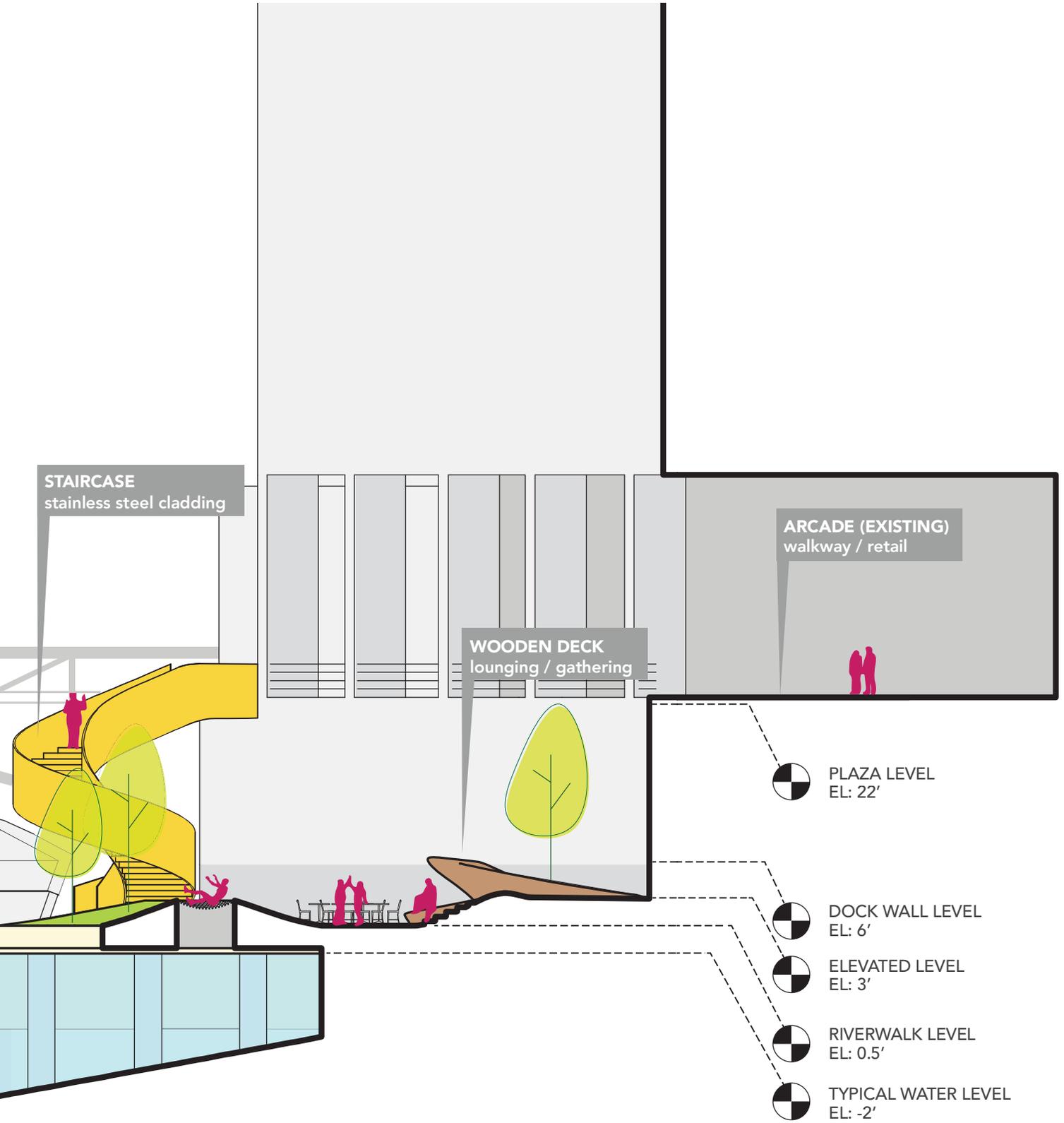
### Construction

A new continuous walkway, wood deck and raised planting area will be built out from the existing sheet piles, and the structure for this assembly is conceptualized as drilled piers with a concrete platform.

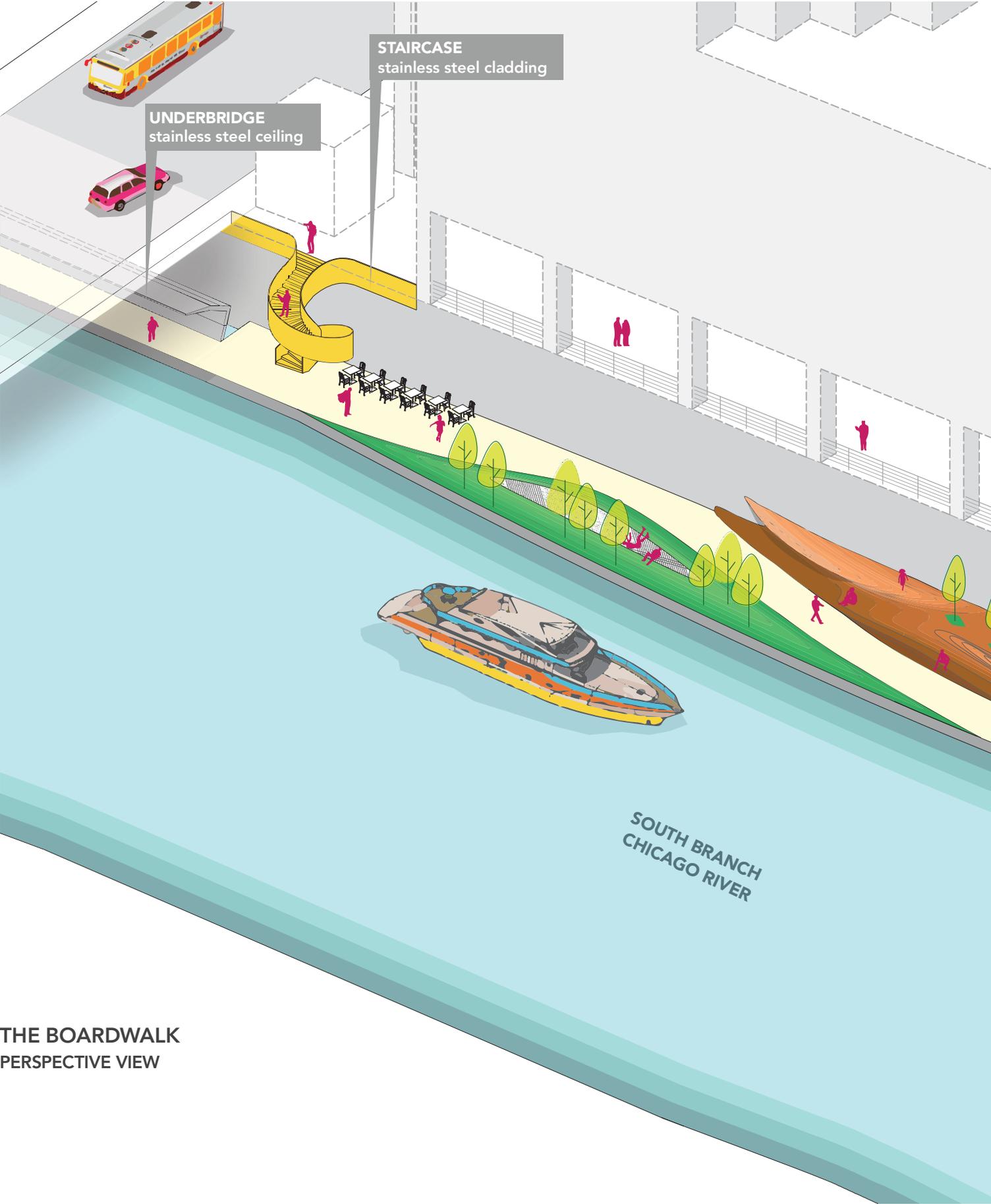
### Material

Integrating the existing material palette from the Main Branch and creating a playful and interactive environment, this room will have an undulating wooden deck as seating and walkway, circulation staircase clad with stainless steel panels, native plantings and concrete pavers for the walkway.

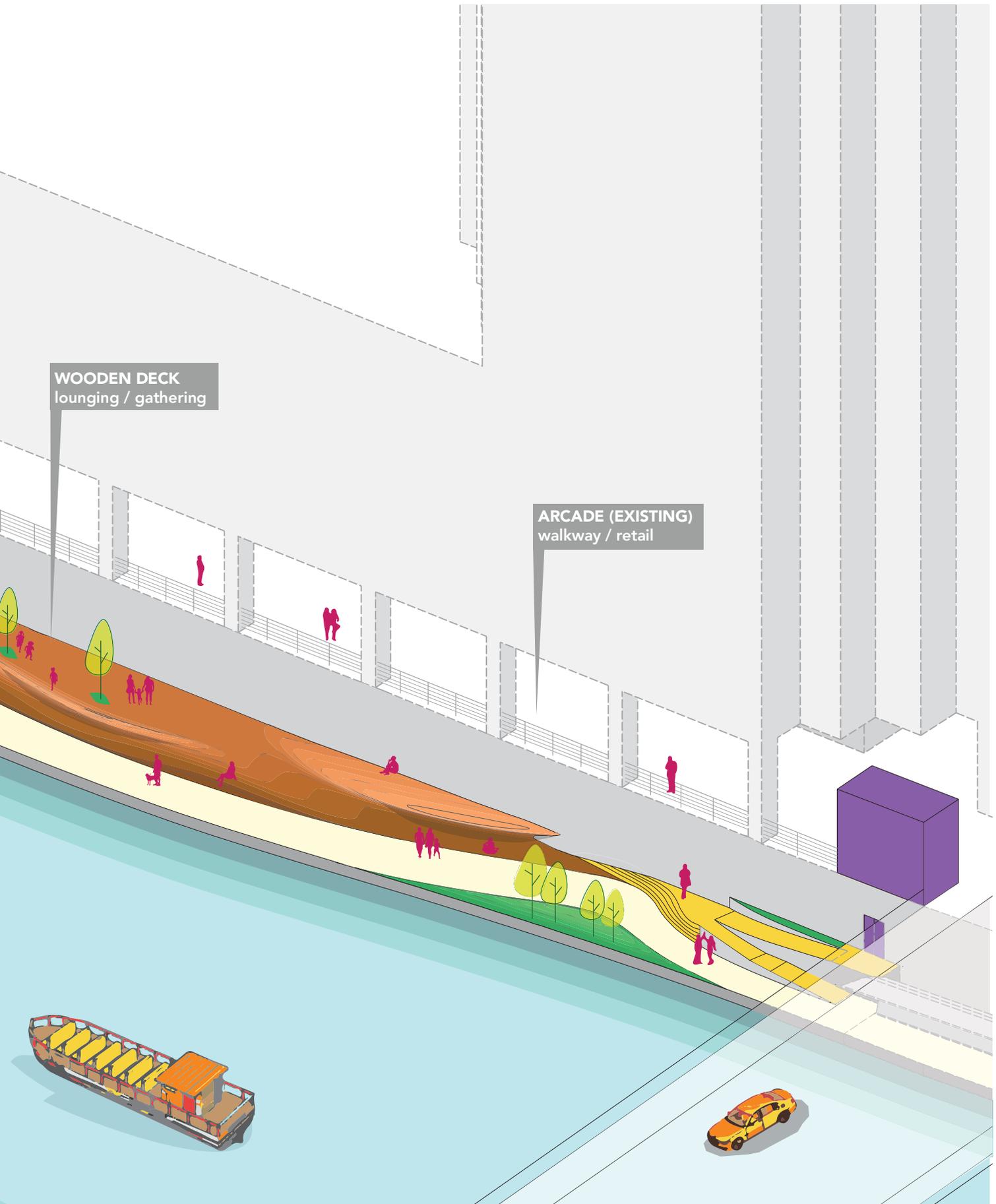




# SITE 4: MADISON STREET TO MONROE STREET



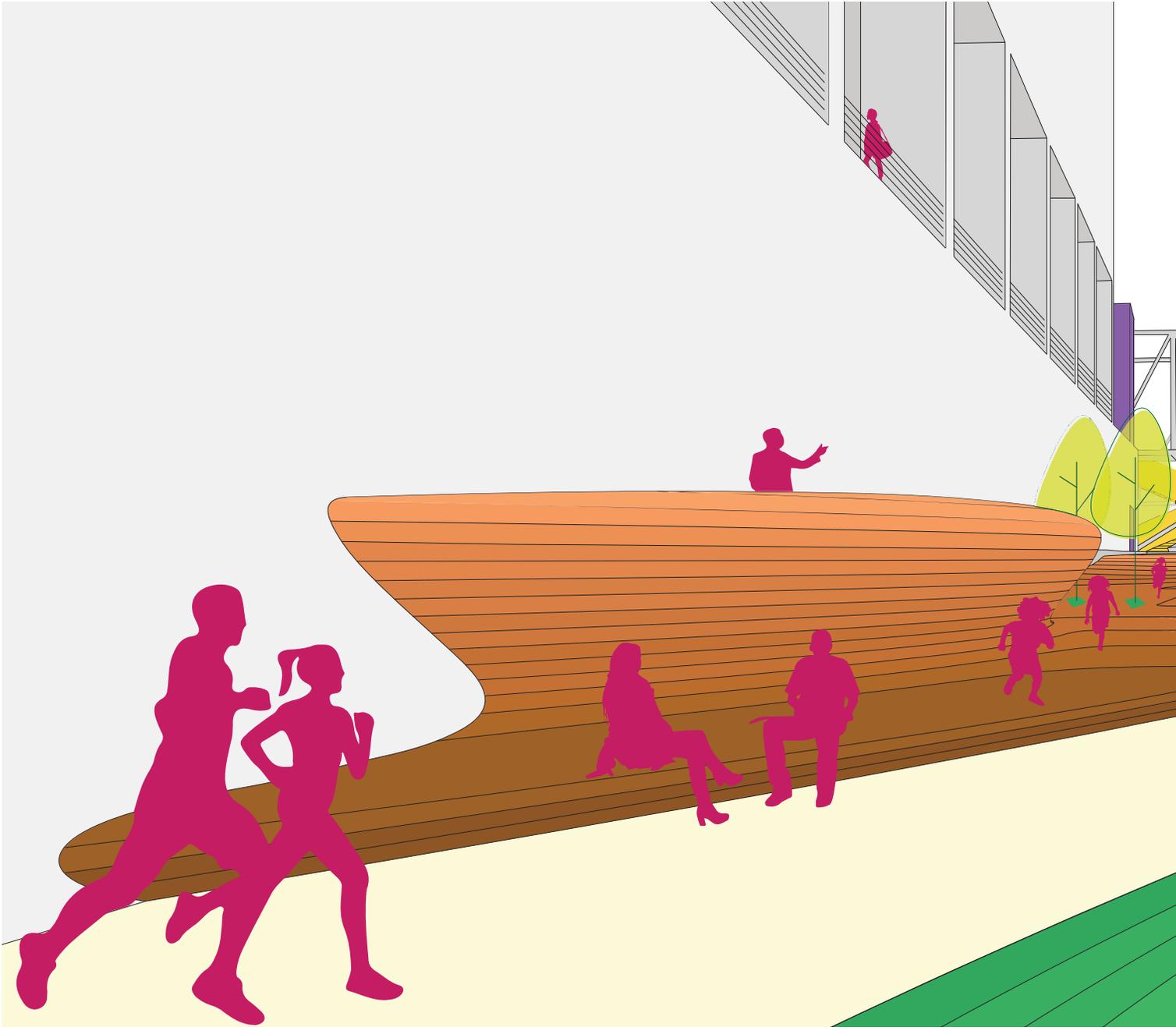
THE BOARDWALK  
PERSPECTIVE VIEW



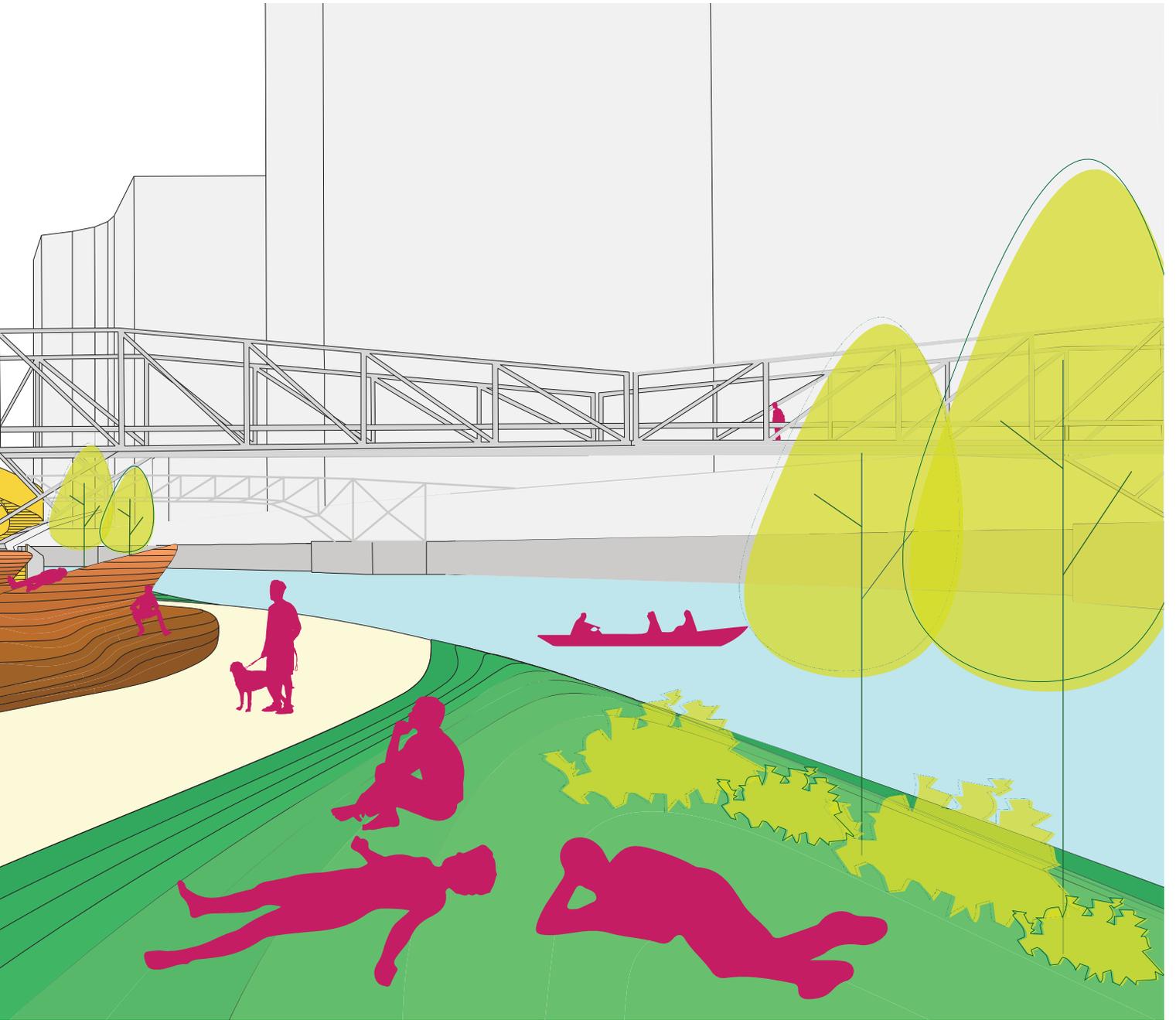
**WOODEN DECK**  
lounging / gathering

**ARCADE (EXISTING)**  
walkway / retail

# SITE 4: MADISON STREET TO MONROE STREET



**THE BOARDWALK**  
ILLUSTRATION VIEW



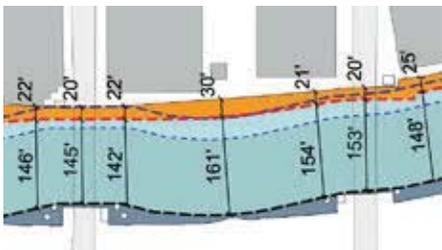
# SITE 5: MONROE STREET TO ADAMS STREET

## THE BOARDWALK (SOUTH) PLAN VIEW

Continuing the boardwalk language from the previous space, this room will create an evolving and interactive surface for gathering and recreation.

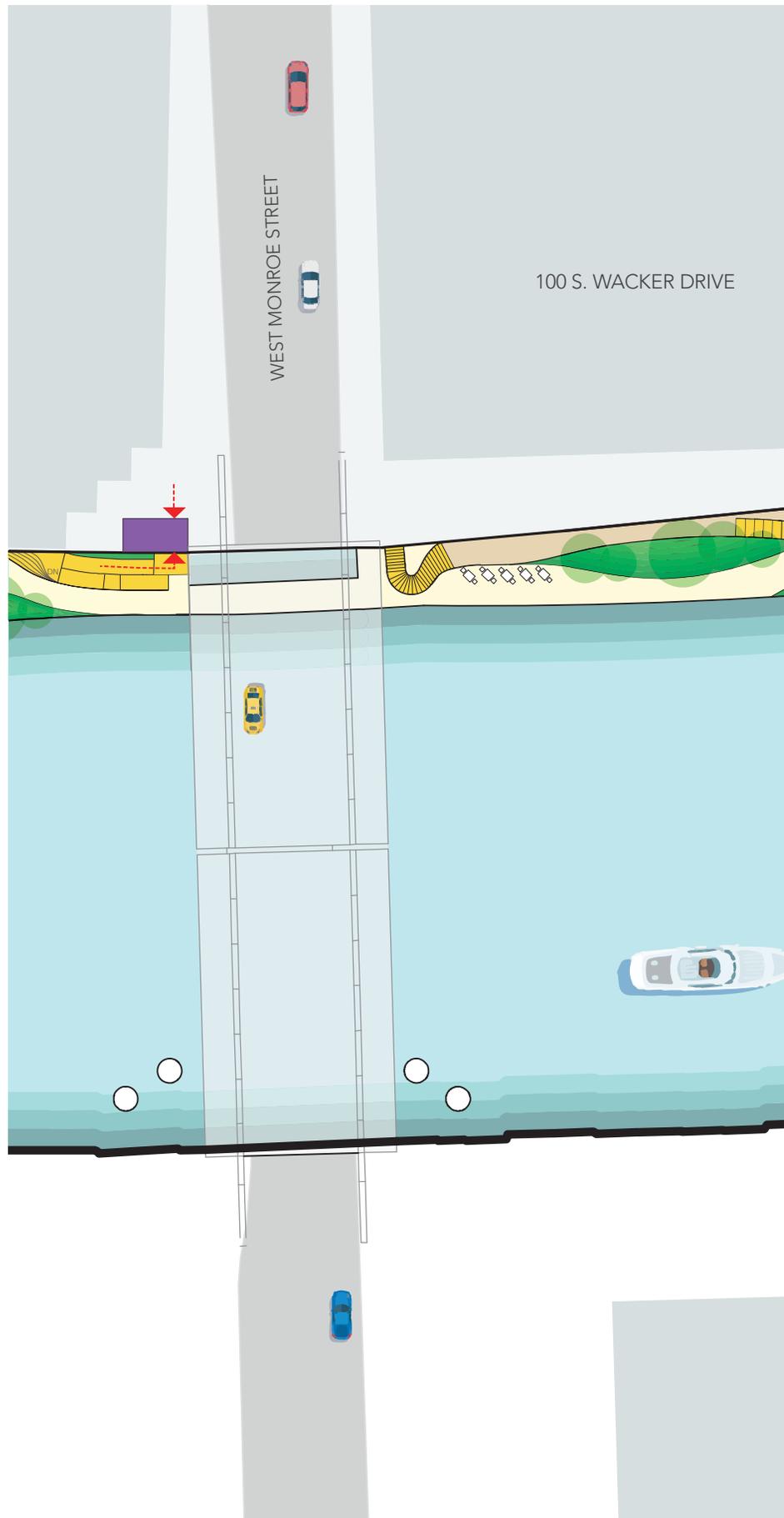
Moving in an organic form, the same undulating wooden planes with the prior room are now morphed to create a continuous space. Several mounds march along the facade to provide ample space for circulation, play and pause. In addition to a dedicated planted area, trees are added within the wooden form to provide areas with shade for playing, seating and lounging.

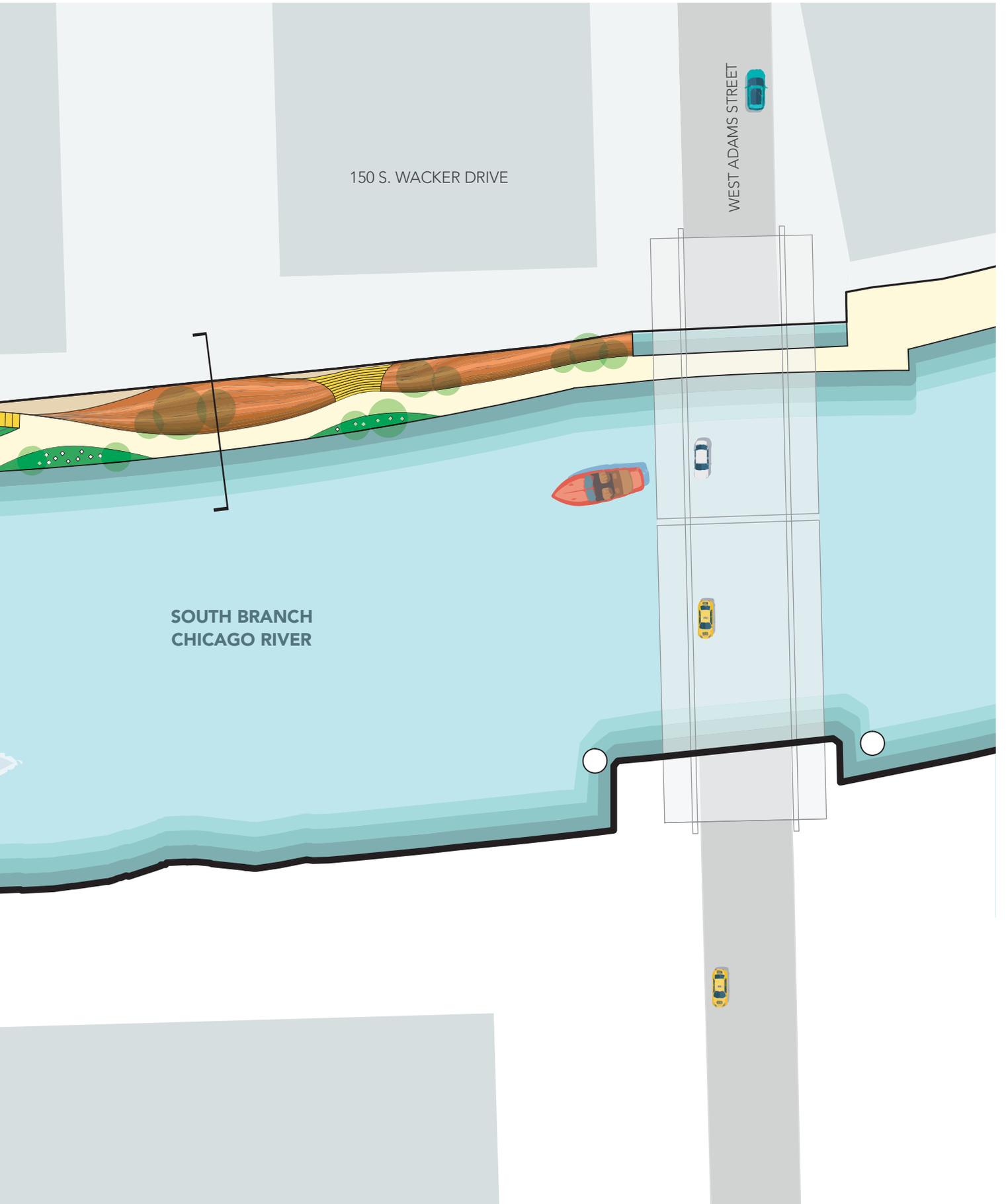
## TARGET DESIGN AREA



## LEGEND

- |   |                       |   |                  |
|---|-----------------------|---|------------------|
|  | GREEN SPACE           |  | WOOD ELEMENTS    |
|  | STAIRS & RAMPS        |  | EXISTING DOLPHIN |
|  | ELEVATOR              |  | PAVEMENT         |
|  |                       |  |                  |
|  | SECTION VIEW LOCATION |   |                  |





# SITE 5: MONROE STREET TO ADAMS STREET

## THE BOARDWALK (SOUTH) SECTION VIEW

### Constraints

As one of the narrowest portions of the river, the design is proposing the width of the Riverwalk between 21' and 30' and the horizontal clearance of the river between bridges will range from 142' to 161'.

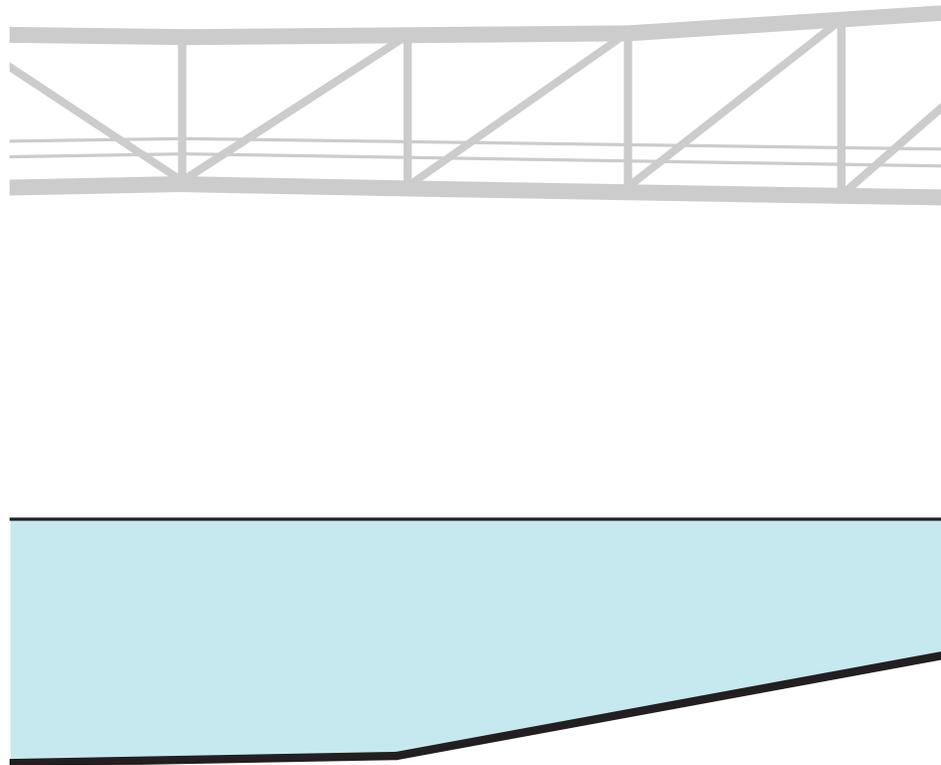
A curved staircase integrated with the wooden form at the north end of this room will connect the Riverwalk with the street level.

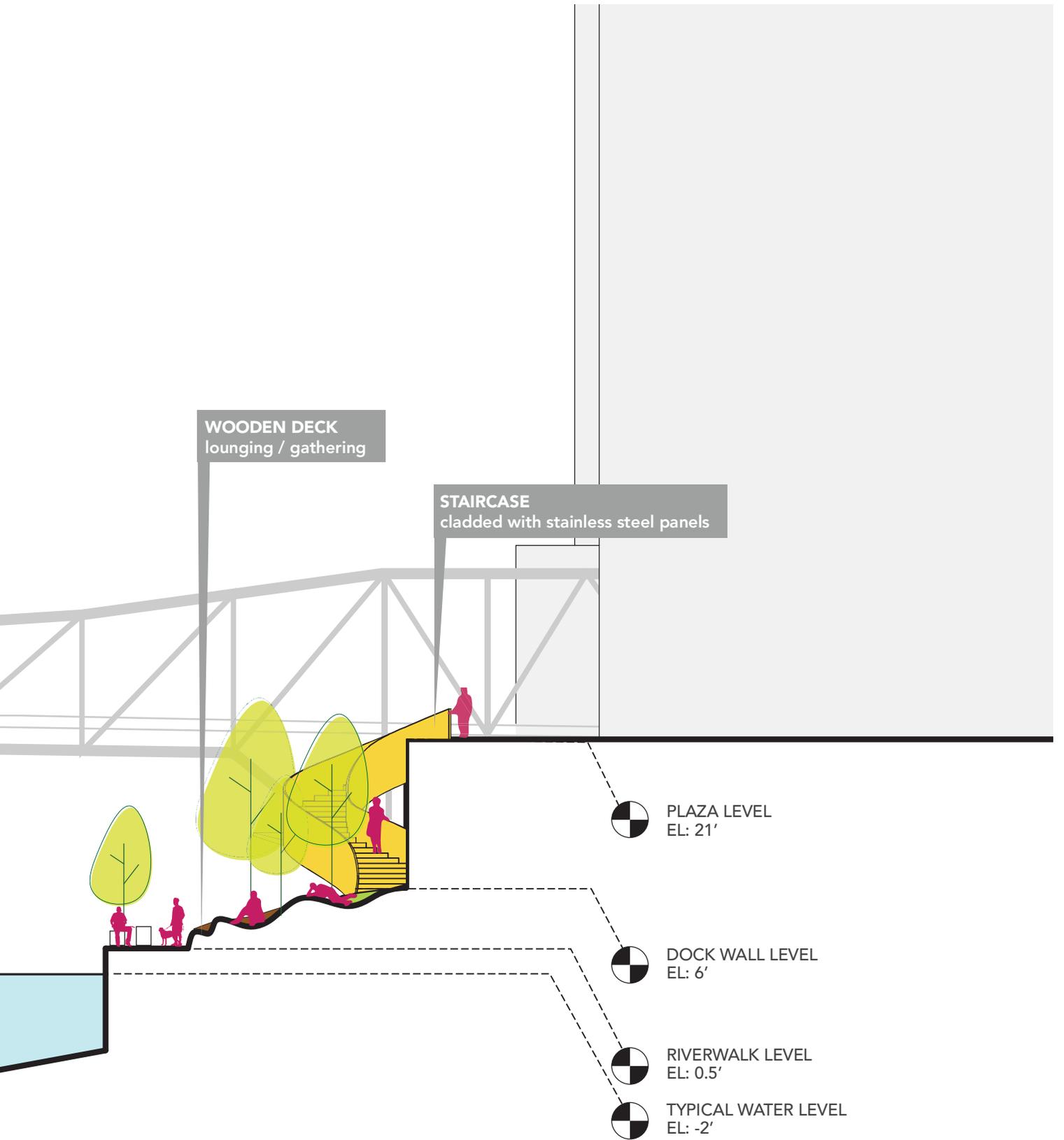
### Construction

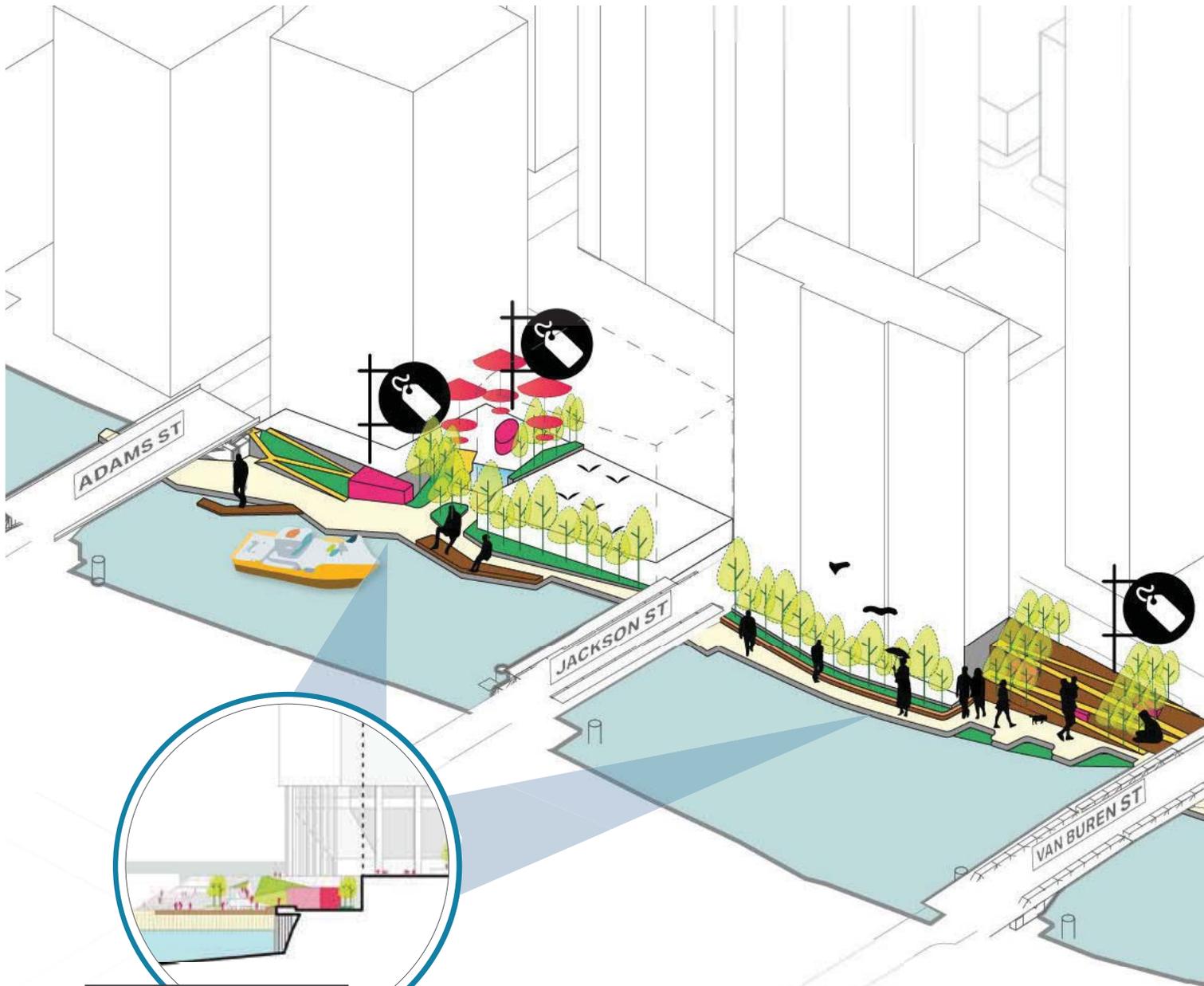
A continuous walkway, wooden form and raised planting area will be built out from the existing sheet piles. The structure for this assembly is conceptualized as a concrete platform supported by drilled piers.

### Material

To create a natural and relaxing urban retreat, the material palette in this room will include wooden planes for sitting and walking, native plantings, circulation staircase clad with stainless steel panels and concrete pavers for the walkway.







## THE WATERFALLS

### **Economic**

- Leasable Areas
- Direct Connection to Wacker Drive

### **Recreation**

- Seating Areas
- Accessible Path

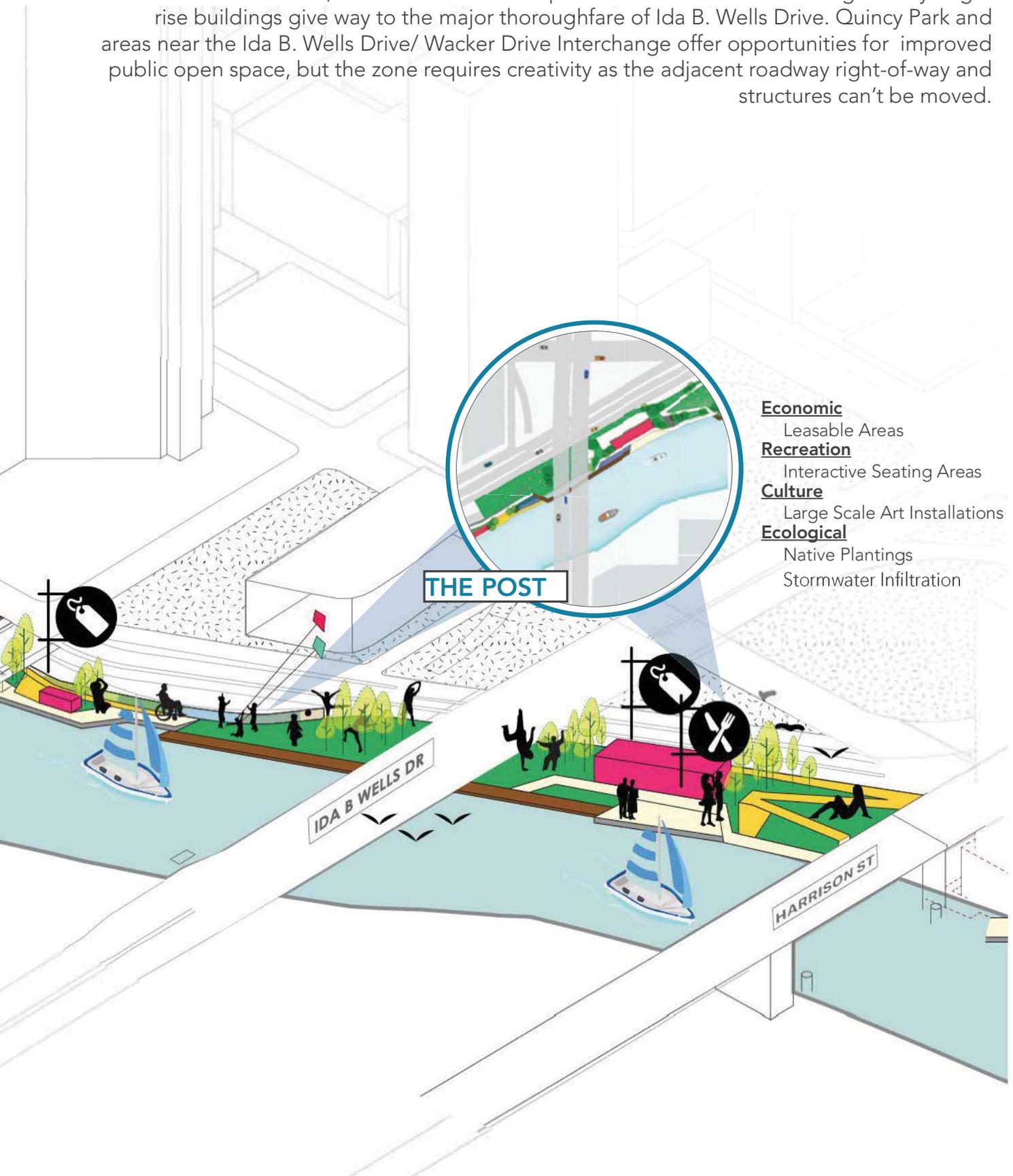
### **Culture**

- Water Taxi Station

### **Ecological**

- Native Plantings
- Fishing Piers
- Water Aerations

South of Adams Street, the **Transition** zone represents a reduction of building density. High-rise buildings give way to the major thoroughfare of Ida B. Wells Drive. Quincy Park and areas near the Ida B. Wells Drive/ Wacker Drive Interchange offer opportunities for improved public open space, but the zone requires creativity as the adjacent roadway right-of-way and structures can't be moved.



**Economic**

Leasable Areas

**Recreation**

Interactive Seating Areas

**Culture**

Large Scale Art Installations

**Ecological**

Native Plantings

Stormwater Infiltration

# SITE 6: QUINCY PARK

## THE WATERFALLS (NORTH)

### BASIC OPTION - PLAN VIEW

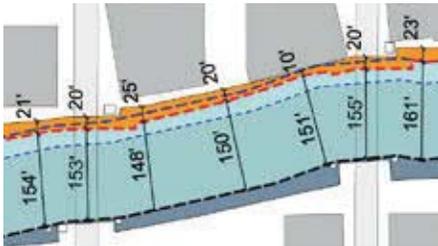
Quincy Park and its water taxi dock are currently accessible only through a switchback stairwell coming from the street level plaza at 200 South Wacker Drive or the staircase adjacent to the Adams Street bridgehouse.

The proposed Basic Option seamlessly connects the Wacker Drive podium level with Upper Wacker Drive, creating an actively programmed and functional park. Geometric forms will create the structure of the space, guiding visitors through gathering areas and art installations. In addition to expanded seating and gathering spaces, enhanced landscape plantings will provide texture and seasonal interest against the podiums of the surrounding buildings, drawing people down to the riverfront. At the river edge, additional seating provides space for respite and enhanced docking facilities will allow access and interaction with the water.

The first goal of the Basic Option is to improve security concerns through the implementation of a grand staircase with uninterrupted views to the Riverwalk. Also, the retaining wall will be removed so that the entire width of Quincy Park is visible from the Riverwalk through either a ramp or a stairwell. The second goal is to enhance accessibility through the use of a ramp that connects the podium to the Riverwalk level.

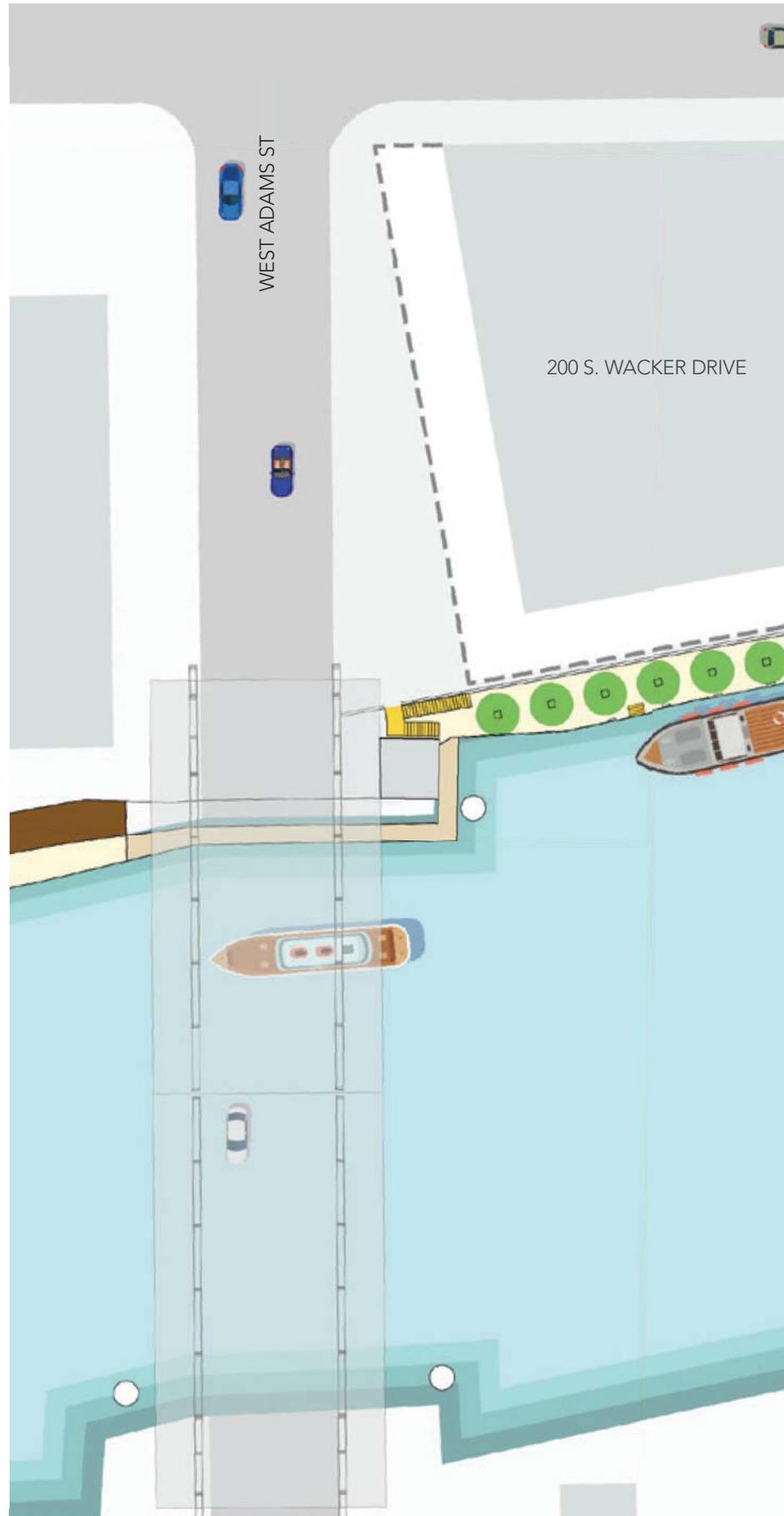
### TARGET DESIGN AREA

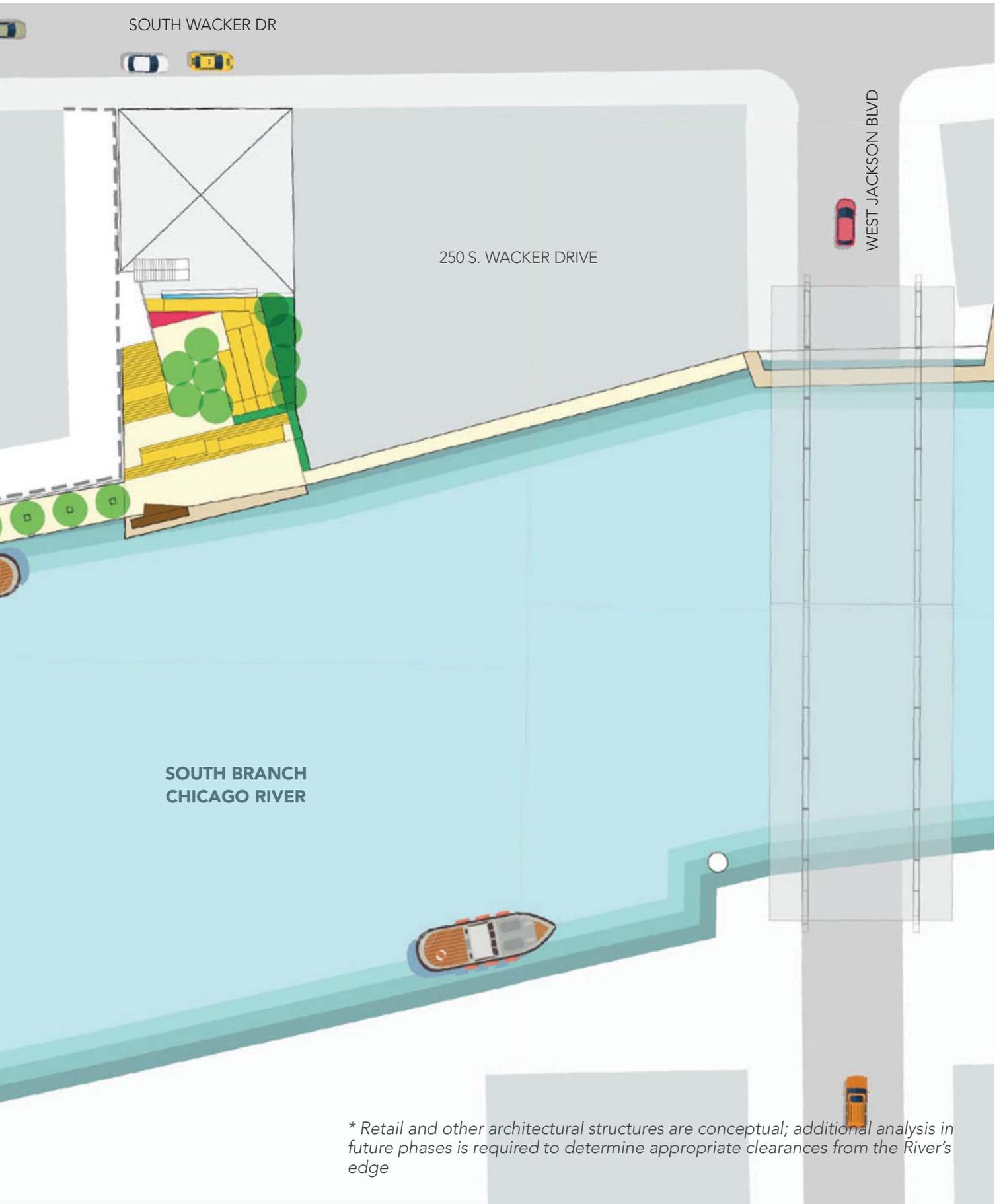
Widths based on the Preferred Option



### LEGEND

	GREEN SPACE		WOOD ELEMENTS
	STAIRS & RAMPS		FURNITURE
	RETAIL		EXISTING DOLPHIN
	WATER FEATURE		SECTION VIEW LOCATION
	PAVEMENT		





SOUTH WACKER DR

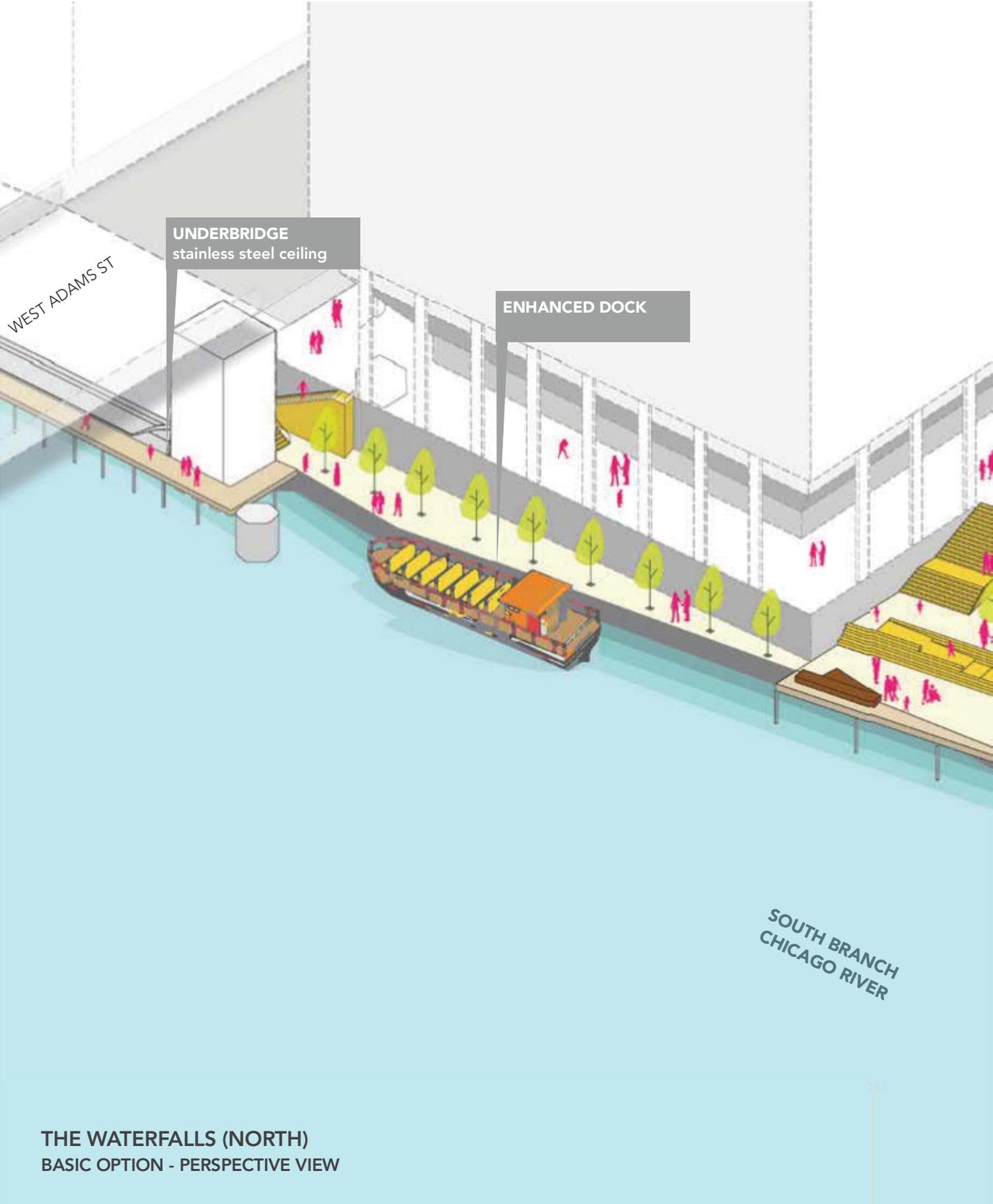
250 S. WACKER DRIVE

WEST JACKSON BLVD

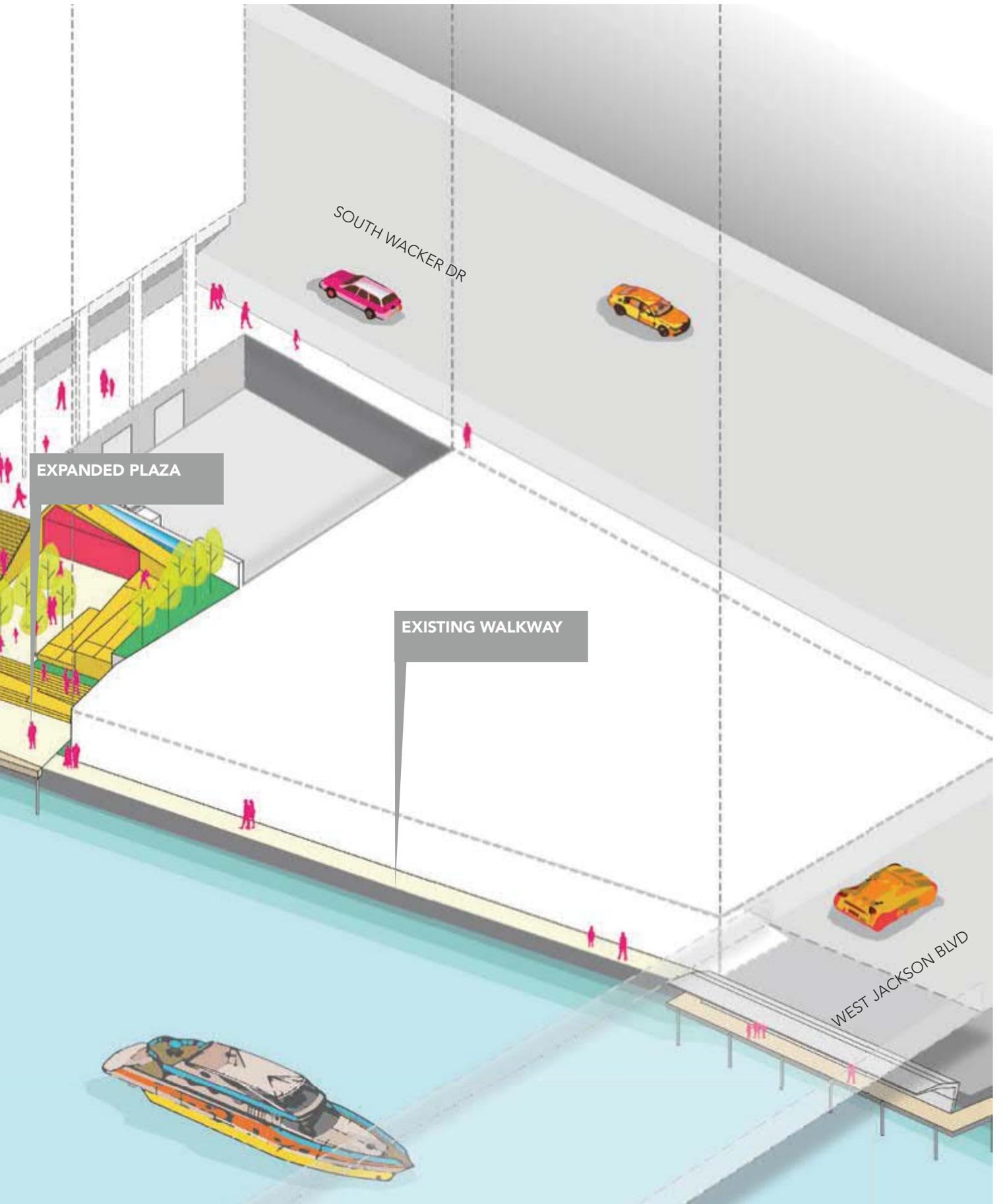
SOUTH BRANCH  
CHICAGO RIVER

*\* Retail and other architectural structures are conceptual; additional analysis in future phases is required to determine appropriate clearances from the River's edge*

# SITE 6: QUINCY PARK



THE WATERFALLS (NORTH)  
BASIC OPTION - PERSPECTIVE VIEW



# SITE 6: QUINCY PARK

## THE WATERFALLS (NORTH)

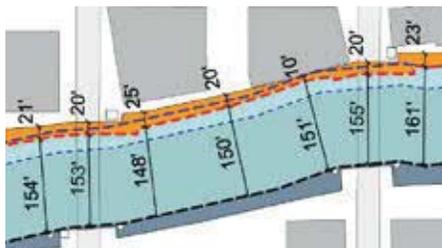
### PREFERRED OPTION - PLAN VIEW

The primary design element of the Preferred Option is to provide a seamless plaza connection between 200 South Wacker Drive and 250 South Wacker Drive at the street level. The activated and programmed park would be a deck over the lower level of Quincy Street. The lower level of Quincy Street is currently used by both adjacent high-rise buildings for truck loading.

The design anticipates an outdoor retail space surrounded by seating that will connect to the lower level Quincy Park through a monumental staircase and a cascading water feature, similar to what exists there today. Currently, the granite stairwell at the north end of the podium has poor visibility to the upper levels. The proposed staircase and ramp built from the podium level at 200 South Wacker Drive to the Riverwalk will mitigate this security concern and provide additional retail space. This new access would directly connect the Shoreline Water Taxi sales kiosk on the podium to the Water Taxi loading area at the Riverwalk.

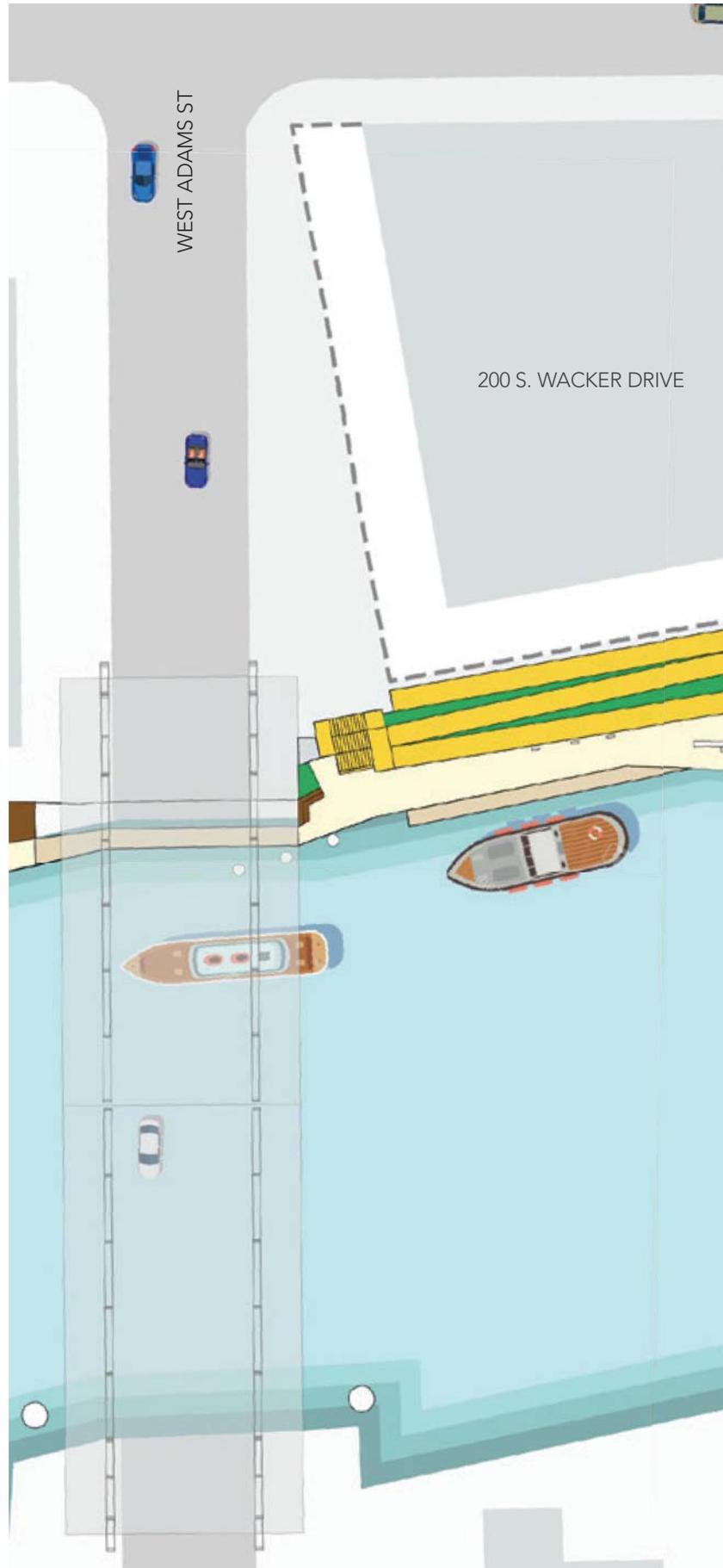
Additional improvements at the Riverwalk level will include north and south Riverwalk connections that extend the public space through expanded seating and gathering spaces, enhanced landscape against the podiums of both buildings, as well as a new floating and accessible dock for Water Taxi access.

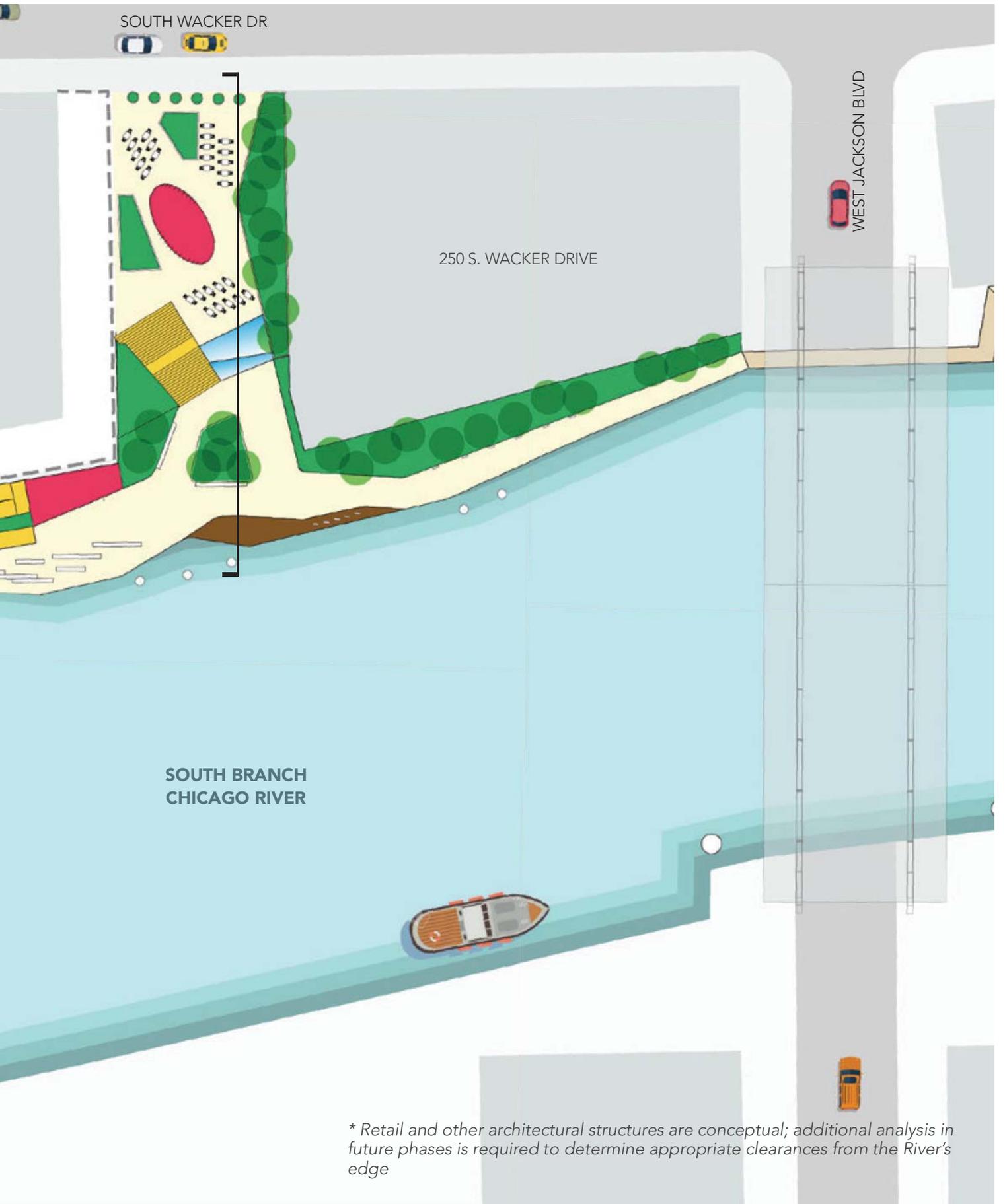
### TARGET DESIGN AREA



### LEGEND

- |   |                |   |                       |
|---|----------------|---|-----------------------|
|  | GREEN SPACE    |  | WOOD ELEMENTS         |
|  | STAIRS & RAMPS |  | FURNITURE             |
|  | RETAIL         |  | EXISTING DOLPHIN      |
|  | WATER FEATURE  |  | SECTION VIEW LOCATION |
|  | PAVEMENT       |   |                       |
|  |                |   |                       |





# SITE 6: QUINCY PARK

## THE WATERFALLS (NORTH)

### PREFERRED OPTION - SECTION VIEW

#### Constraints

Integrated within the existing Riverwalk, the width of the build-out remaining in this room ranges from 15' to 20' and the clearance of the river for barge traffic ranges from 145' to 150'. The water taxi docks are outside this clearance.

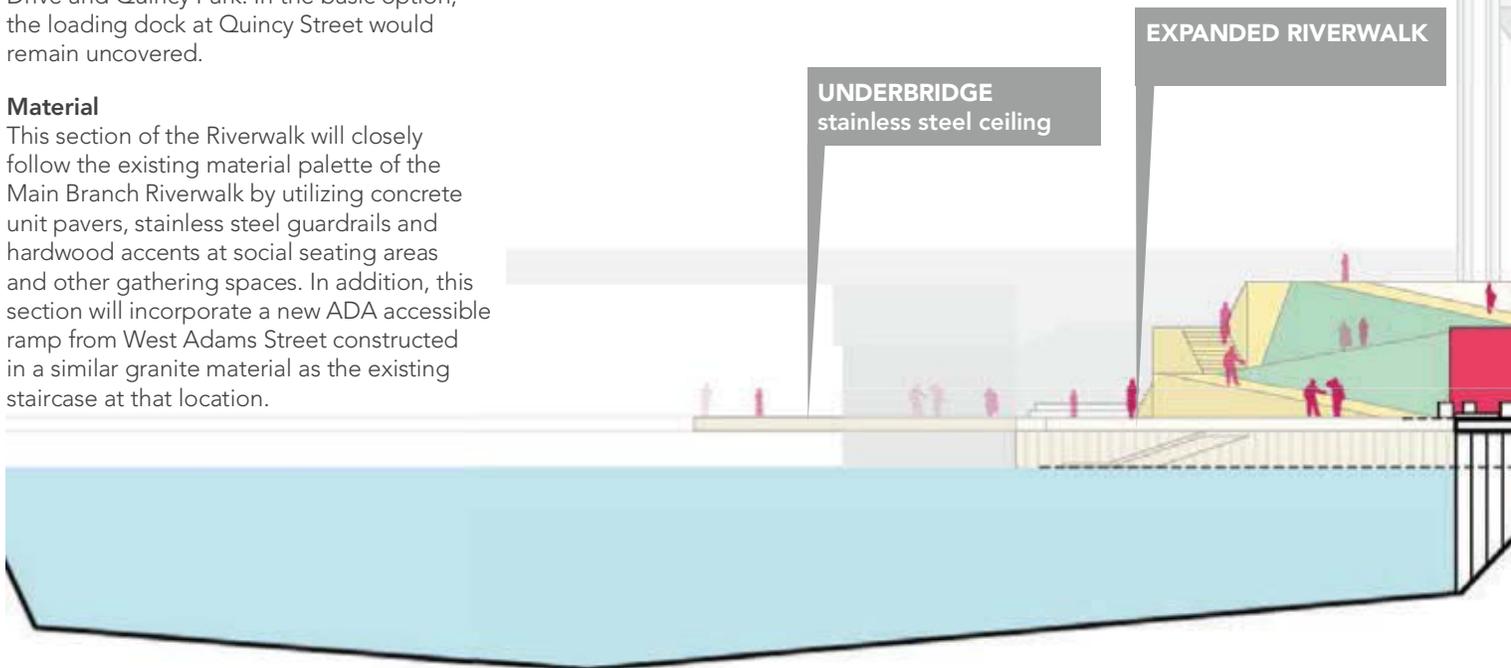
#### Construction

A new continuous walkway, docking facilities and landscape areas will be built out from the existing sheet pile wall. The structure of the assembly is conceptualized as drilled piers with concrete platforms. For the base line condition, the new continuous walkway would be built upon the existing Riverwalk sheet piling and cantilevered over the River to achieve the desired width.

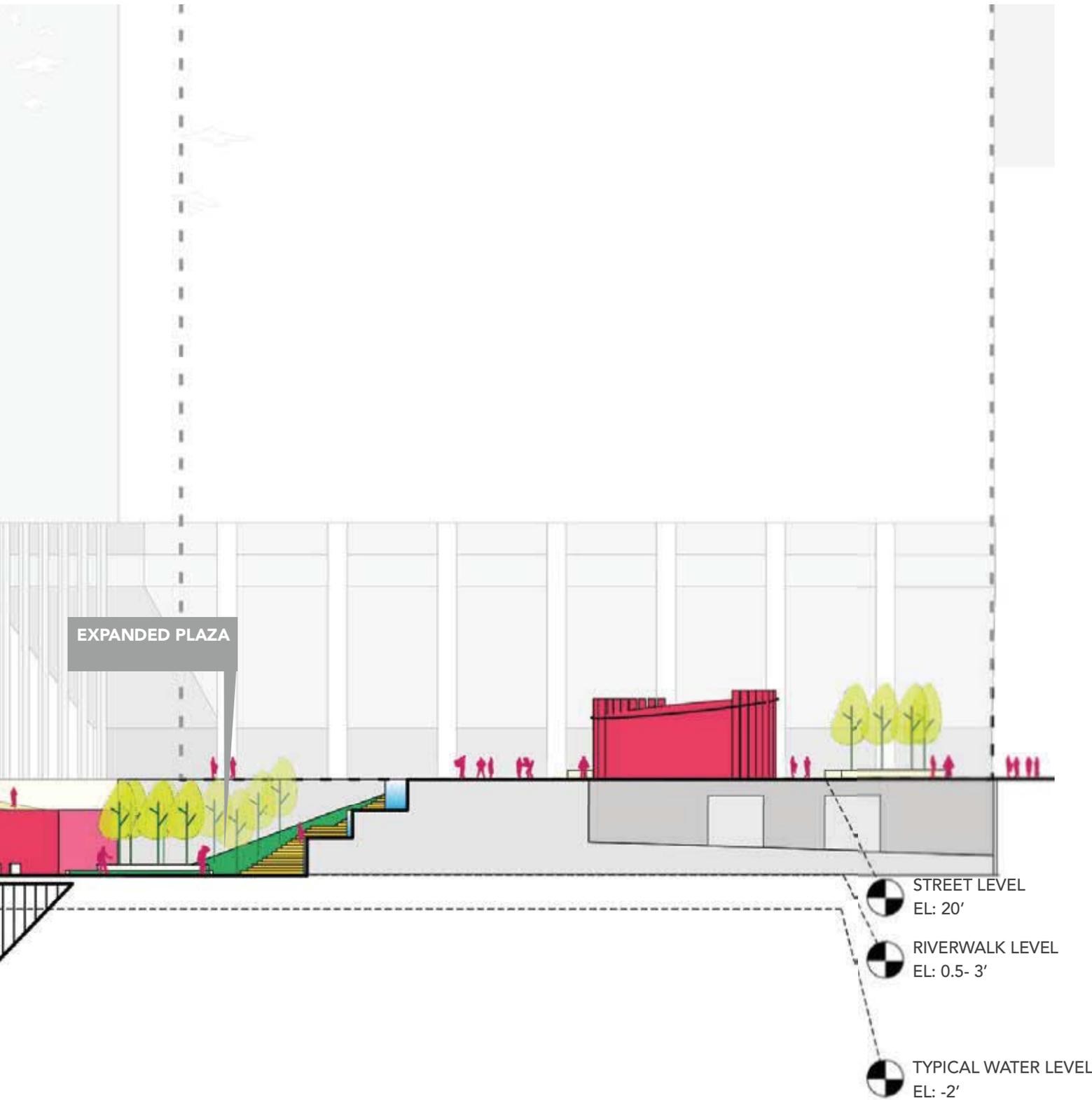
In addition to the Riverwalk improvements, a new structural concrete deck will be added to bridge the gap between South Upper Wacker Drive and Quincy Park. In the basic option, the loading dock at Quincy Street would remain uncovered.

#### Material

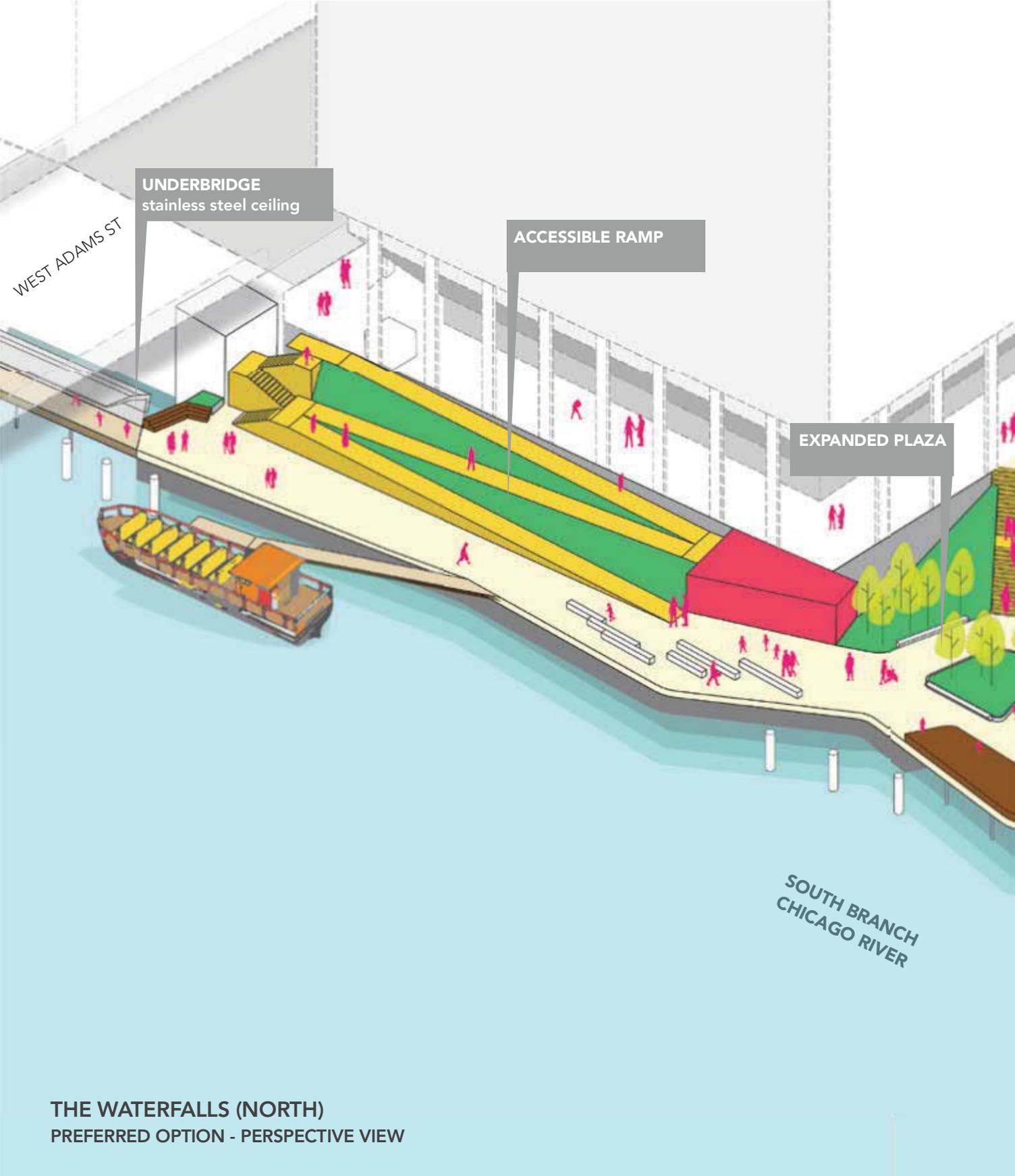
This section of the Riverwalk will closely follow the existing material palette of the Main Branch Riverwalk by utilizing concrete unit pavers, stainless steel guardrails and hardwood accents at social seating areas and other gathering spaces. In addition, this section will incorporate a new ADA accessible ramp from West Adams Street constructed in a similar granite material as the existing staircase at that location.

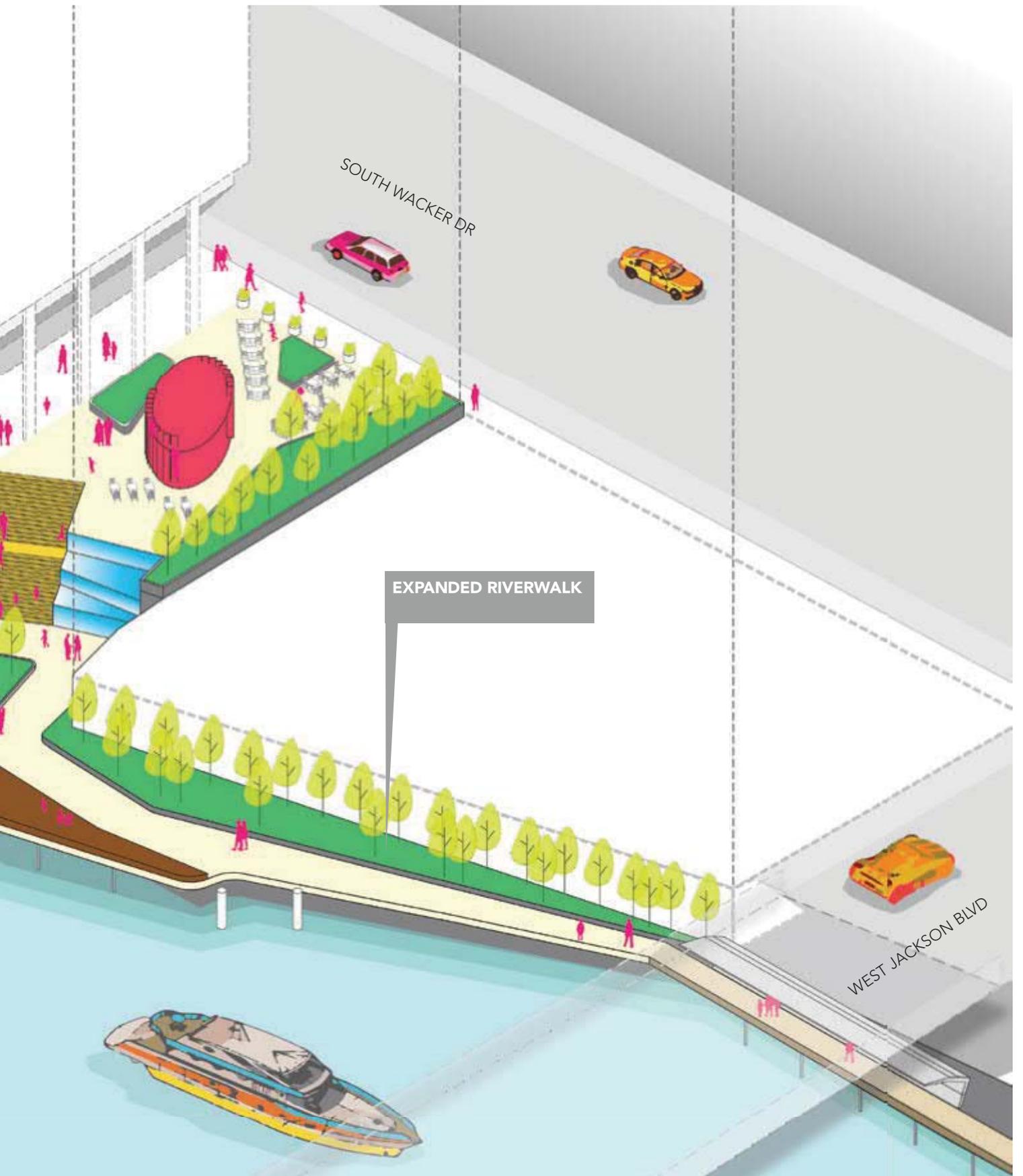


*\* Retail and other architectural structures are conceptual; additional analysis in future phases is required to determine appropriate clearances from the River's edge*



# SITE 6: QUINCY PARK





# SITE 6: QUINCY PARK



**THE WATERFALLS (NORTH)**  
ILLUSTRATION



# SITE 7: JACKSON BOULEVARD TO VAN BUREN STREET

## THE WATERFALLS (SOUTH) PLAN VIEW

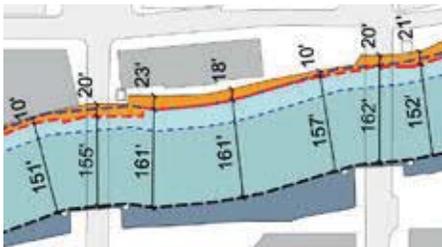
Conceived as a grand entry to the South Branch of the Riverwalk, The Waterfall is an iteration of the River Theatre on the Main Branch. It will meld circulation, leasable spaces and natural elements to create a tranquil and memorable space.

An ADA accessible ramp will intertwine itself among standard stairs and seating steps. Three linear fountains will cascade water down the steps amongst the trees and terminate at floating gardens along the river edge to draw the connection between the river and city above. As with the Main Branch, the floating gardens will contribute to the cleaning of the river and promote the increase in aquatic life.

Also integrated into this space are three leasable kiosks, 2,800 sqft in total, which will bring variant activities to the space.

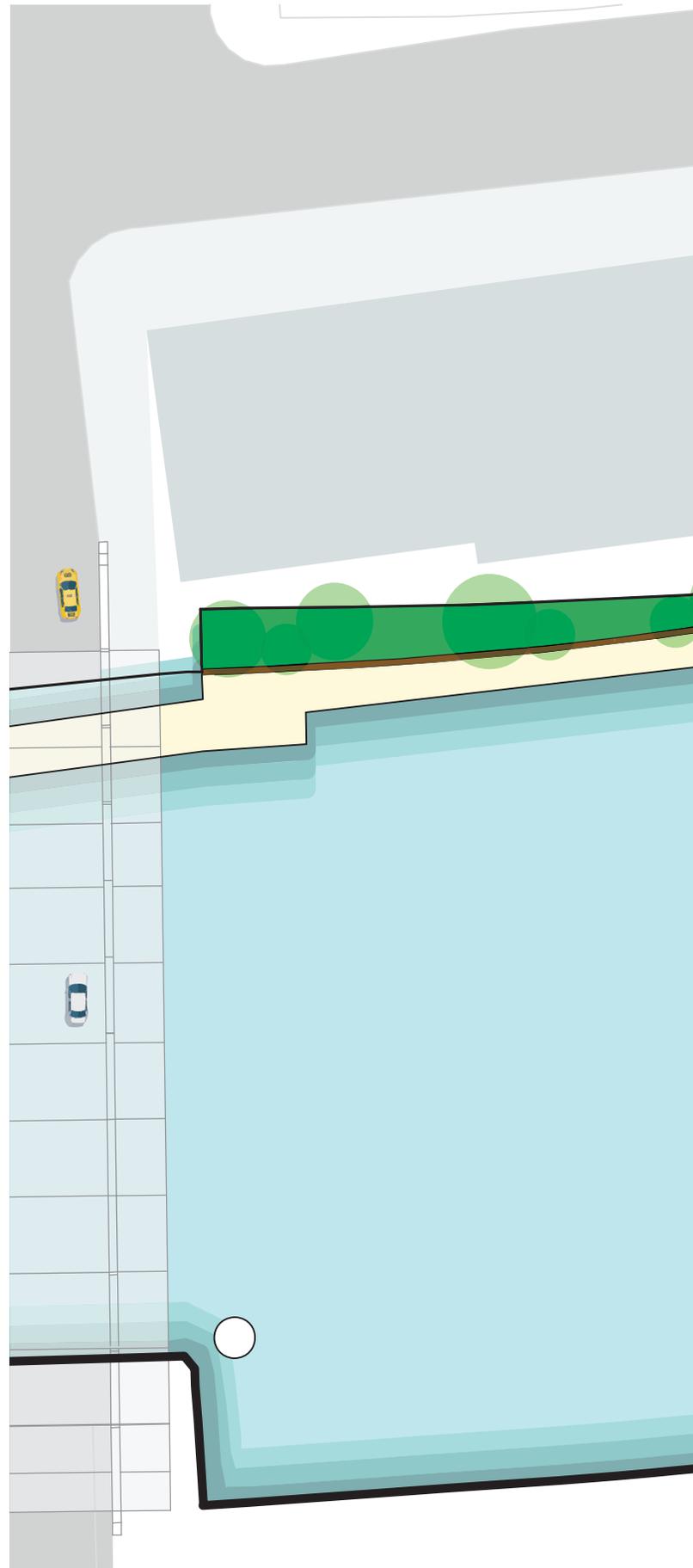
This illustrates the concept of developing the site independently of 300 S. Wacker - other options may be available that are integrated with the building.

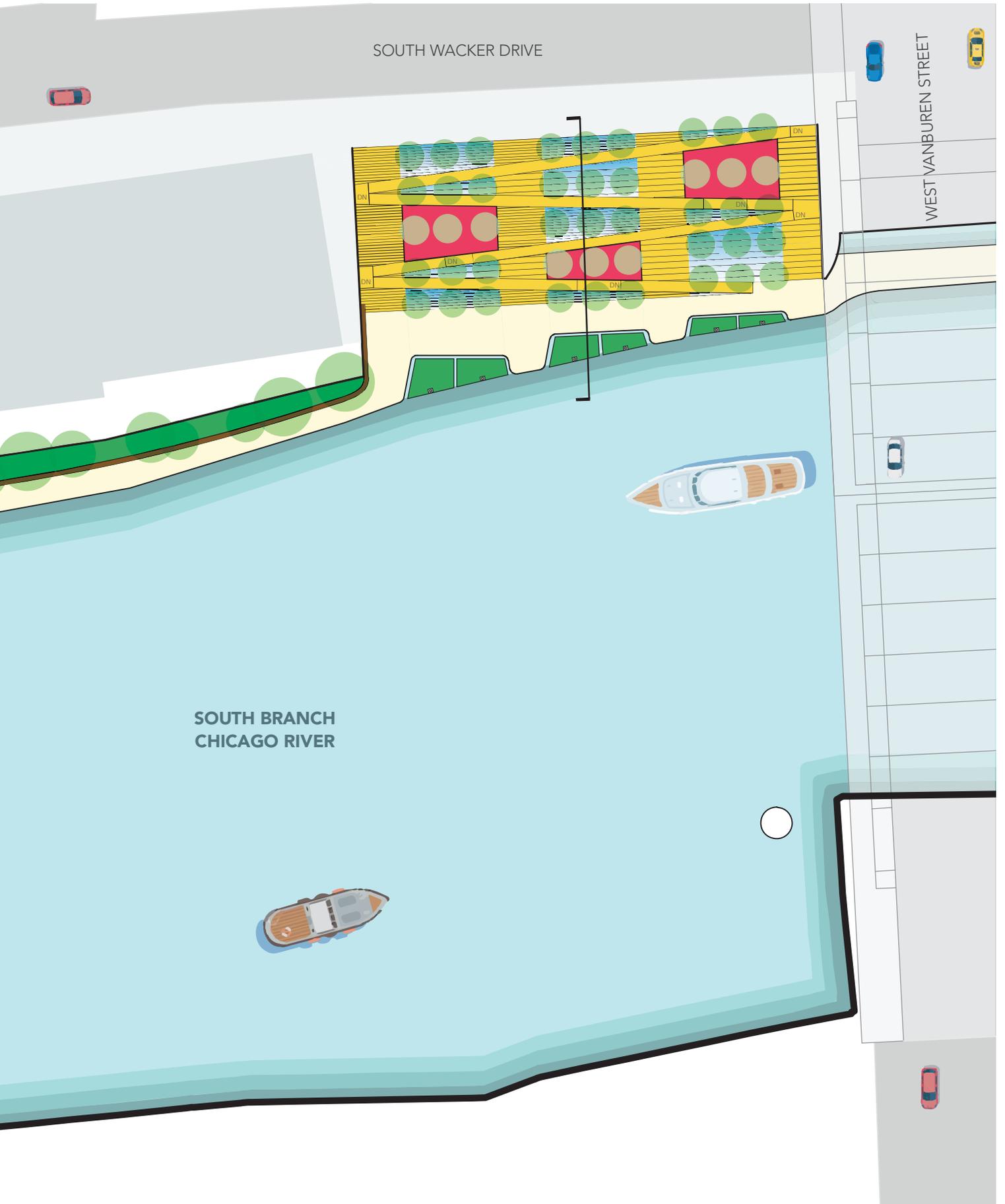
## TARGET DESIGN AREA



## LEGEND

	GREEN SPACE		PAVEMENT
	STAIRS & RAMPS		WOOD ELEMENTS
	RETAIL		EXISTING DOLPHIN
	WATER FEATURE		SECTION VIEW LOCATION





SOUTH WACKER DRIVE

WEST VANBUREN STREET

SOUTH BRANCH  
CHICAGO RIVER

# SITE 7: JACKSON BOULEVARD TO VAN BUREN STREET

## THE WATERFALLS (SOUTH) SECTION VIEW

### Constraints

Integrated with the existing land, the width of the build-out in this room ranges from 10' to 23' and the clearance of the River between bridges ranges from 157' to 161'.

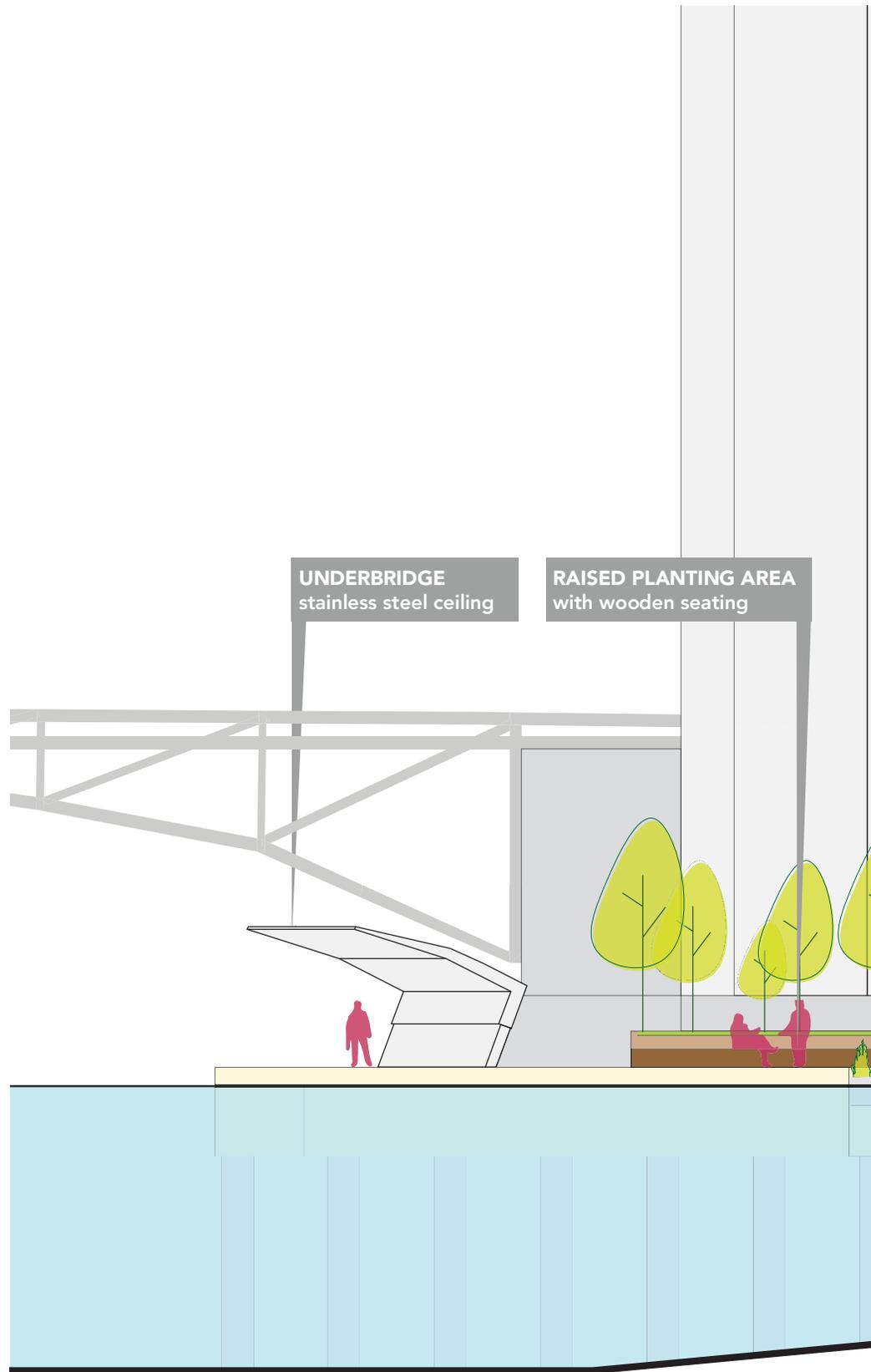
### Construction

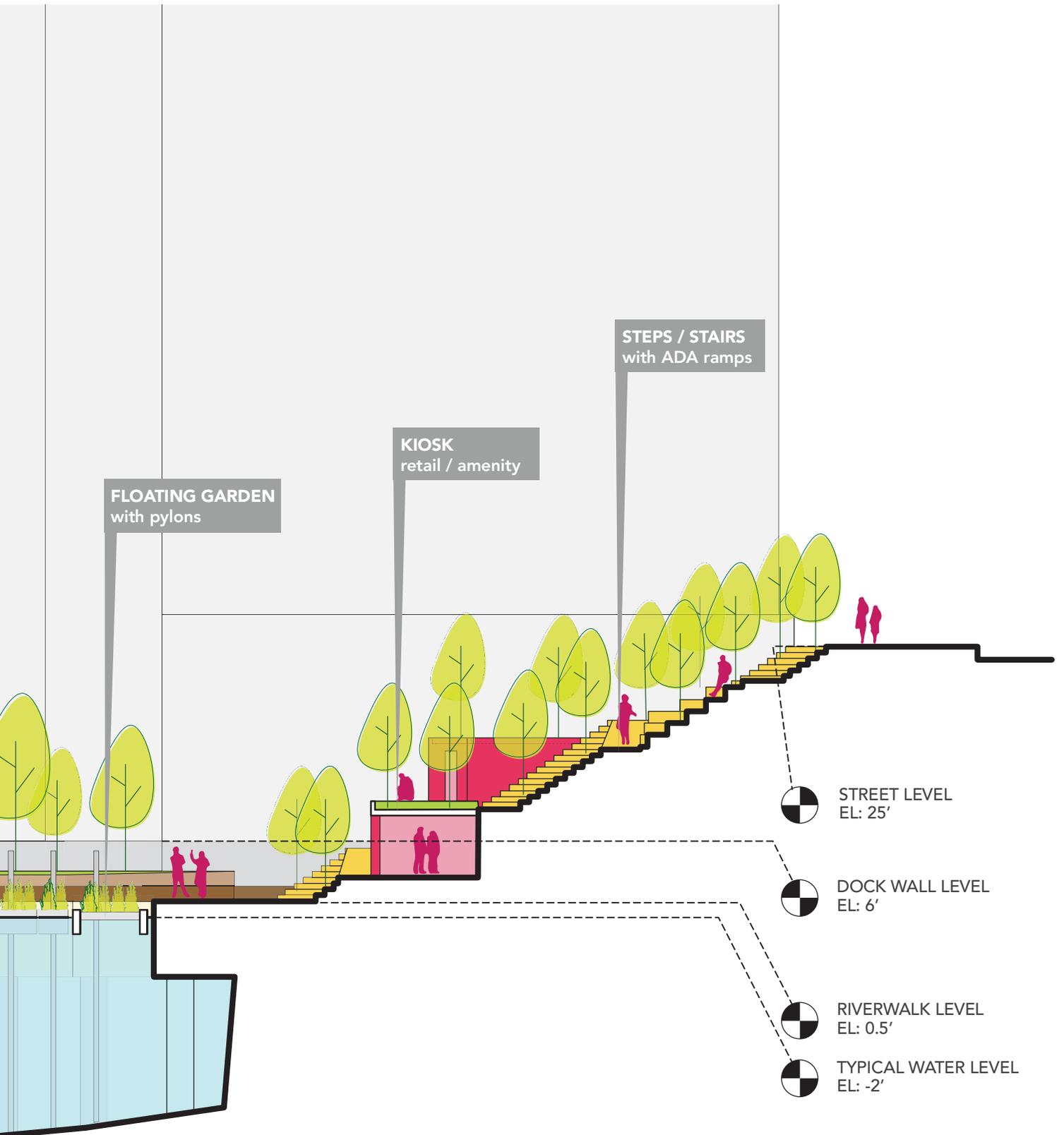
Beyond the contents of the existing land, a new continuous walkway will be built out from the existing sheet piles. The structure for this assembly is conceptualized as a concrete platform supported by drilled piers.

Three floating gardens will be built along the Riverwalk edge and held in place with pylons at the outer edges of the gardens.

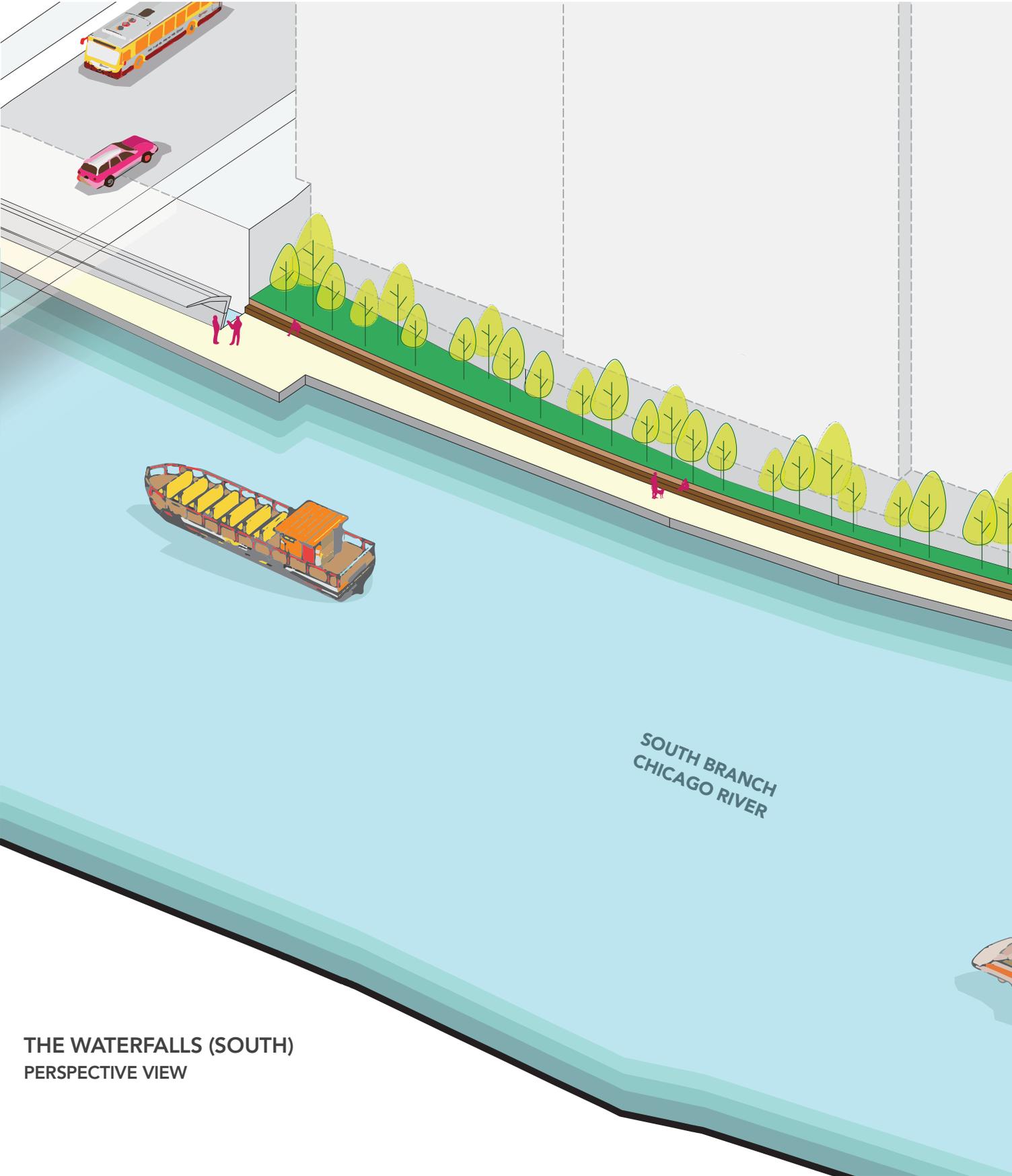
### Material

Precast concrete pavers and precast tread / riser will be applied to most of the walking surface in this room.

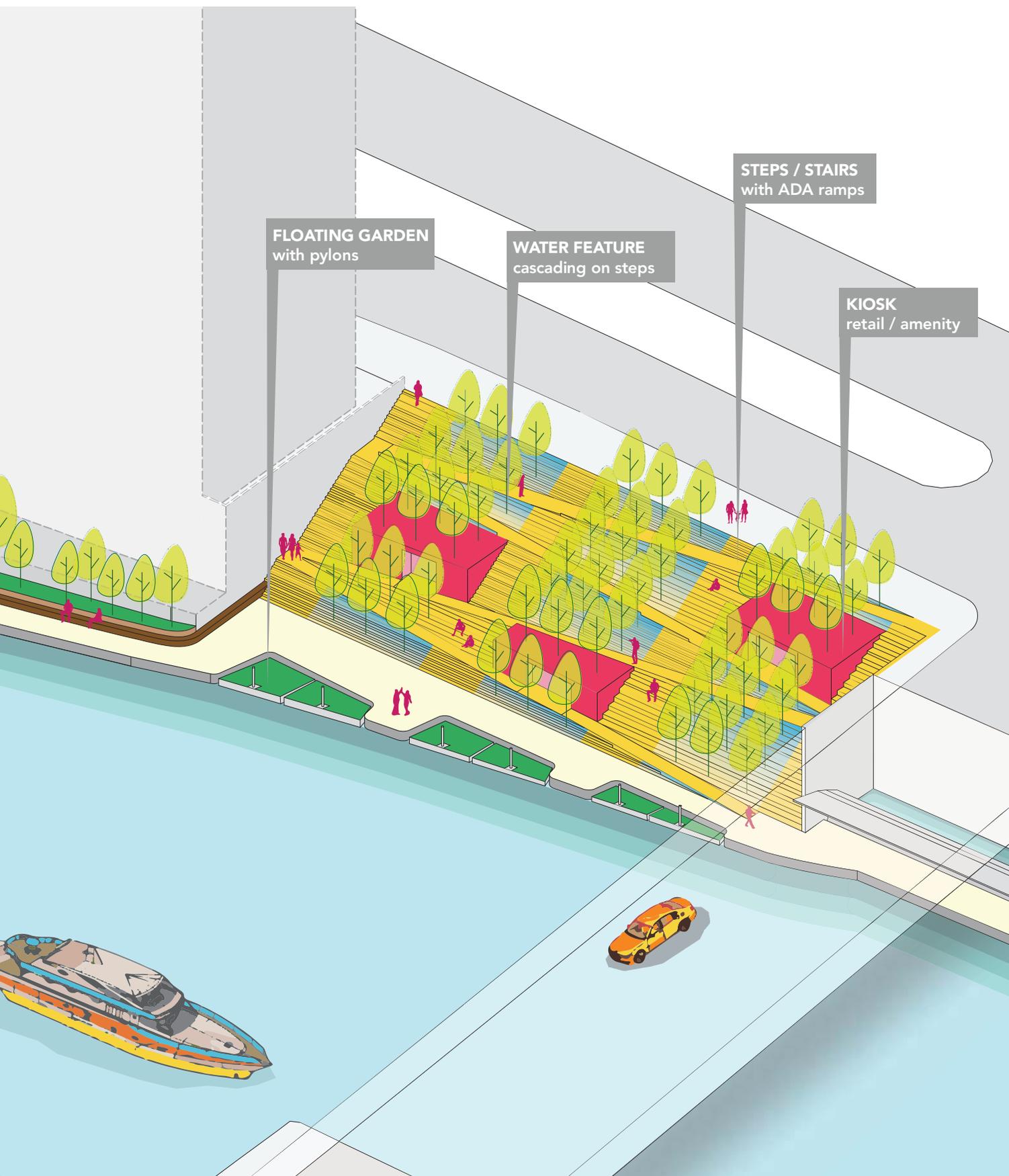




# SITE 7: JACKSON BOULEVARD TO VAN BUREN STREET



THE WATERFALLS (SOUTH)  
PERSPECTIVE VIEW



# SITES 8 + 9: IDA B. WELLS DRIVE AREA

## THE POST

### BASIC OPTION - PLAN VIEW

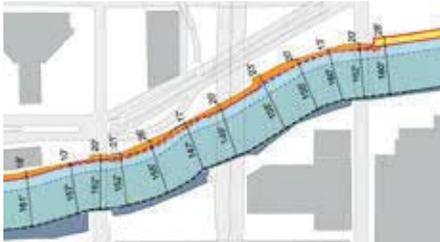
Serving as a much-needed extension of the termination of the existing Riverwalk segment at West Van Buren Street, the Ida B. Wells site will provide engaging improvements that activate the Riverwalk and promote enhanced circulation. Passive open space and public art installation will define the area as visitors pass through it. Three underbridge connections will be included in this plan at Van Buren Street, Ida B. Wells Drive and Harrison Street. In a few locations, the width of the Riverwalk level will need to be expanded into the River to provide a continuous 10' wide trail.

In the Basic Option, accessibility to the Riverwalk level will be achieved through a new ramp alongside the existing retaining wall as well as a staircase adjacent to it.

At the Harrison Street intersection, a sloped walkway of less than a 5% slope will be provided to create an accessible connection to the Riverwalk as well as opportunities for cyclists to transfer to the Harrison Street bike lanes.

### TARGET DESIGN AREA

Widths based on the Preferred Option



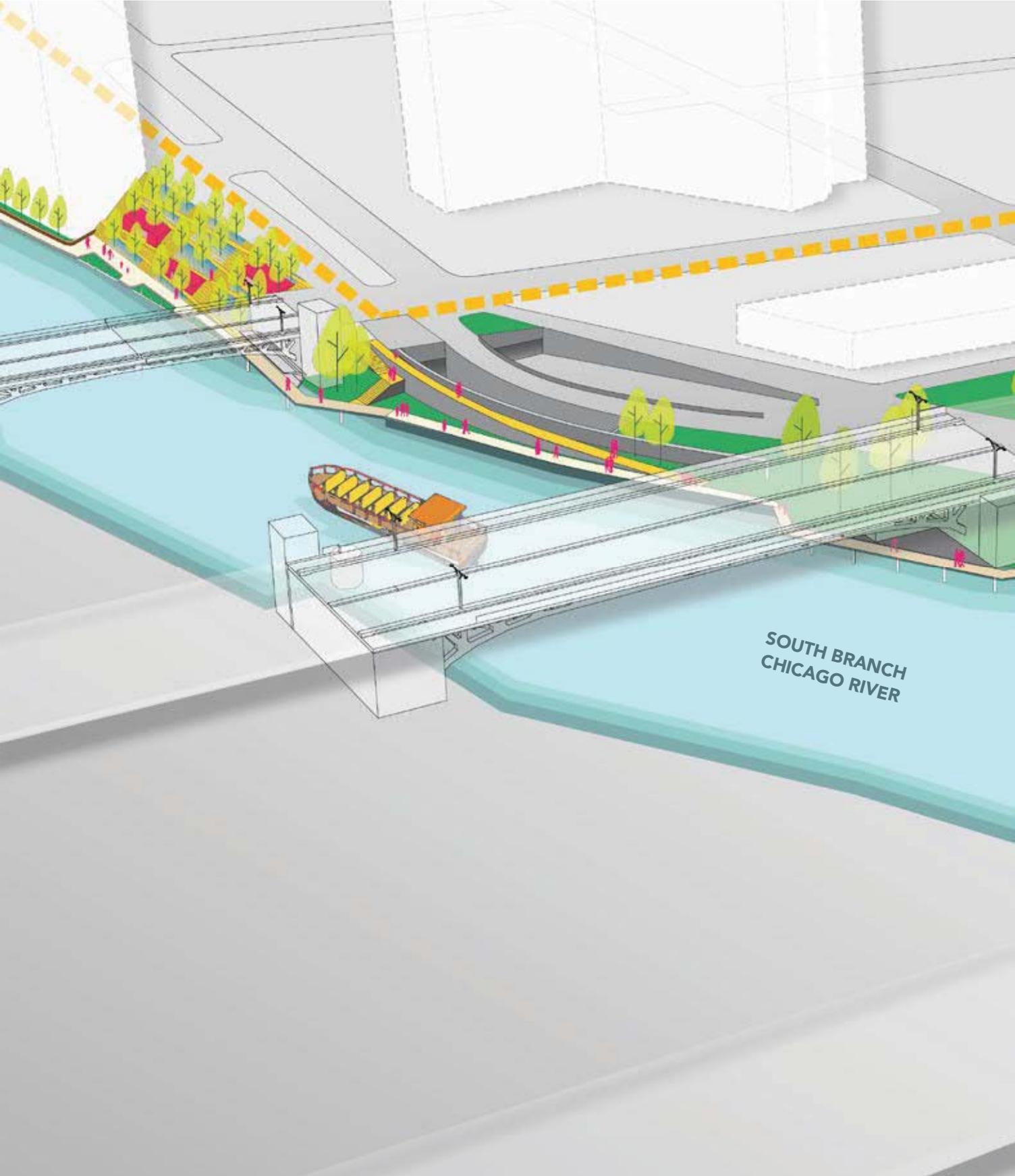
### LEGEND

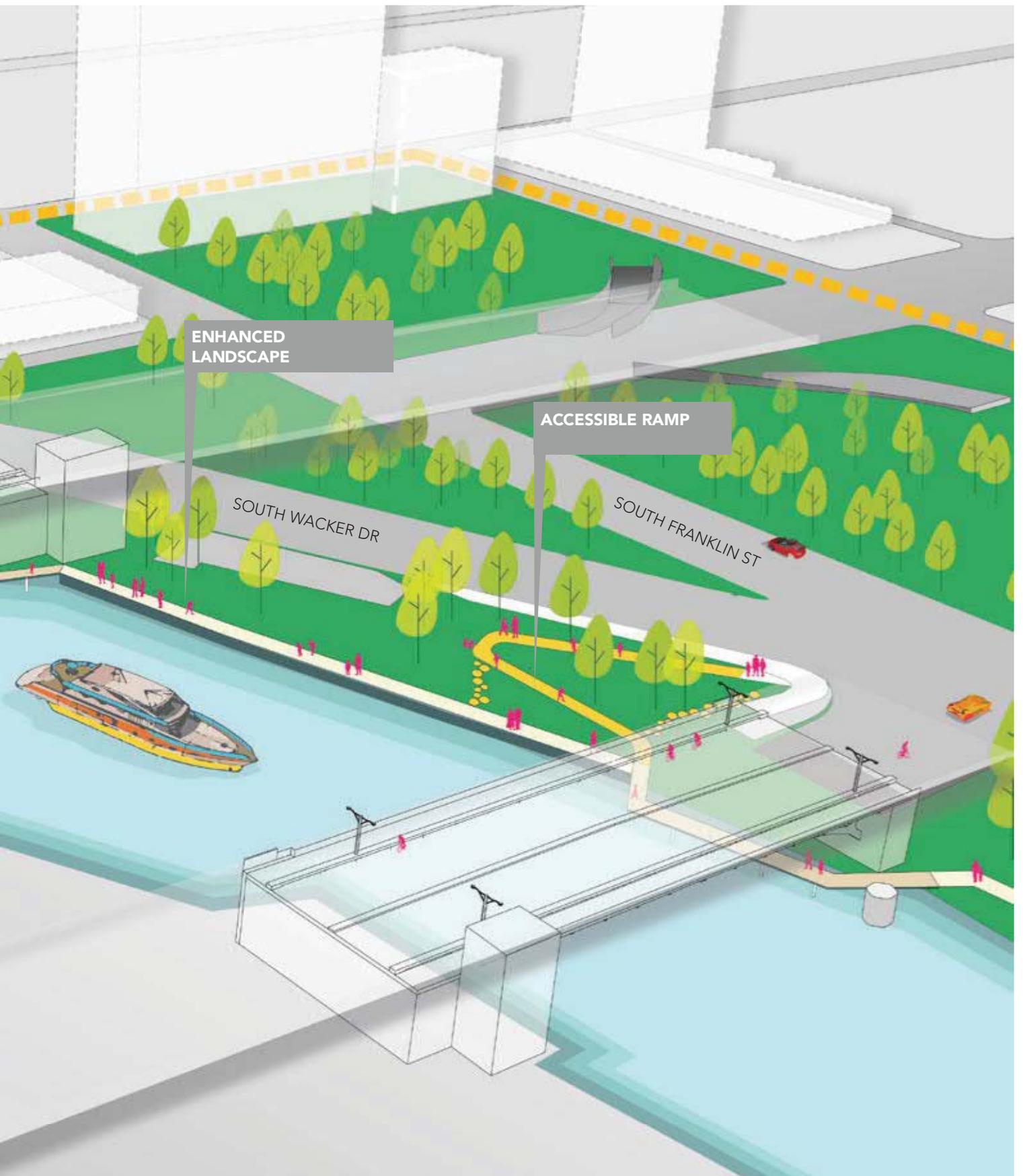
- GREEN SPACE
- STAIRS & RAMPS
- PAVEMENT
- FURNITURE
- EXISTING DOLPHIN





# SITES 8 + 9: IDA B. WELLS DRIVE AREA





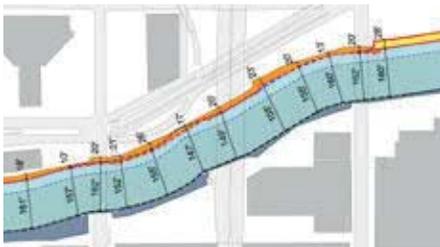
# SITES 8 + 9: IDA B. WELLS DRIVE AREA

## THE POST

### PREFERRED OPTION - PLAN VIEW

In addition to the improvements proposed in the Basic Option Plan, the Preferred Option Plan will incorporate further programming opportunities and interest. Strategically placed landscape elements and pathway alignments create visual corridors towards the Old Chicago Post Office and various historical components. Interactive seating areas that appear to float above the Chicago River will be located at critical moments along the Riverwalk. These spaces provide unique social seating opportunities for visitors to gather. Large, interactive light sculptures can be seen from the upper level and by cars traveling along Ida B. Wells Drive. They are scattered around the site to visually connect the spaces and signify the presence of activity at the Riverwalk level. Finally, two retail opportunities are suggested to further activate this site.

## TARGET DESIGN AREA



## LEGEND

	GREEN SPACE		FURNITURE
	STAIRS & RAMPS		INTERACTIVE SEATING
	RETAIL		EXISTING DOLPHIN
	PAVEMENT		SECTION VIEW LOCATION
		WOOD ELEMENTS	





*\* Retail and other architectural structures are conceptual; additional analysis in future phases is required to determine appropriate clearances from the River's edge*

# SITES 8 + 9: IDA B. WELLS DRIVE AREA

## THE POST SECTION VIEW

### Constraints

Integrated within and adjacent to the South Wacker Drive interchange at Ida B. Wells Drive, the width of the build-out in this room ranges from 20' to 25' and the clearance of the river between bridges ranges from 145' to 155'.

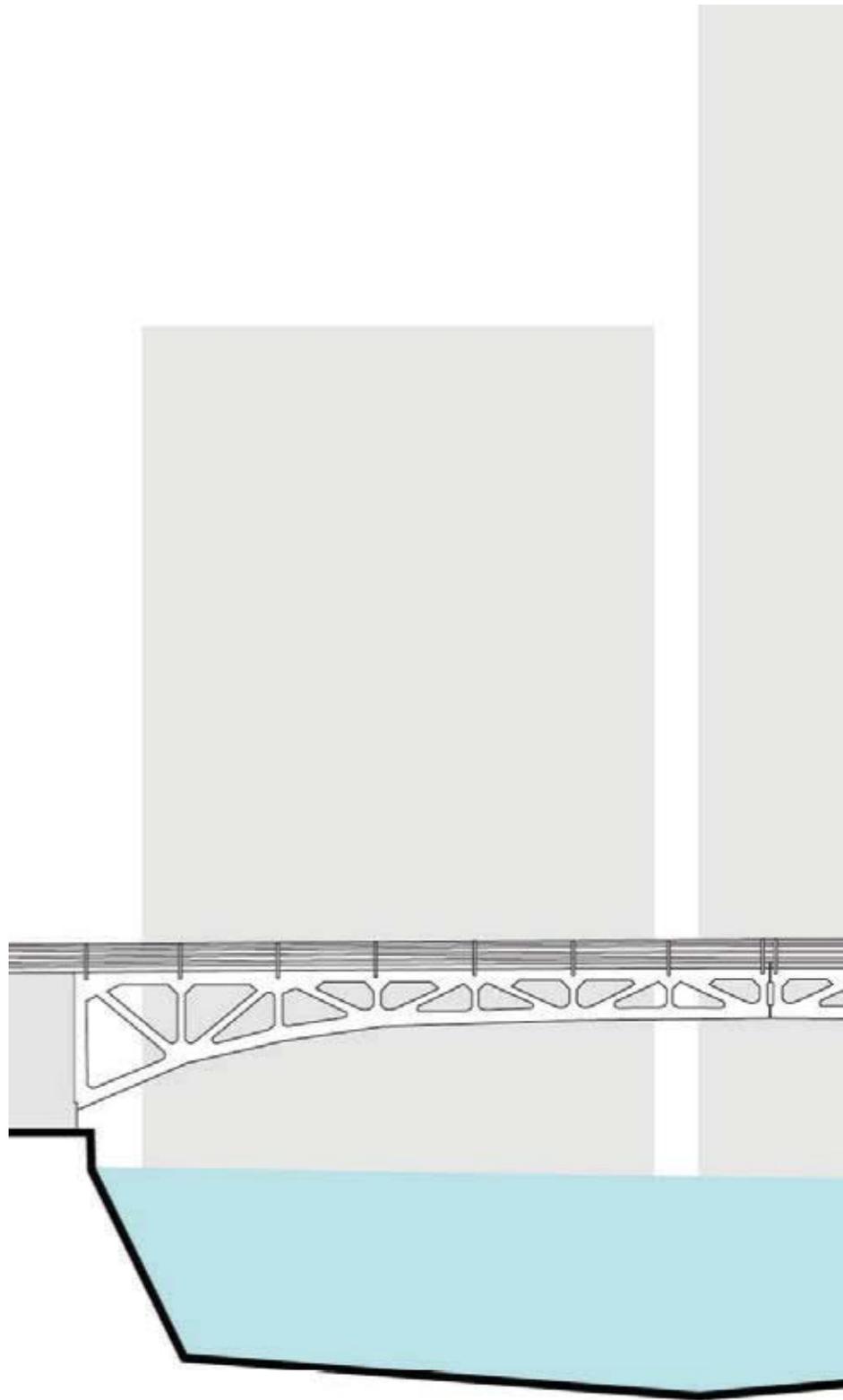
### Construction

A new continuous walkway and landscape areas will be built out from the existing sheet piles. The structure for this assembly is conceptualized as drilled piers with concrete platforms.

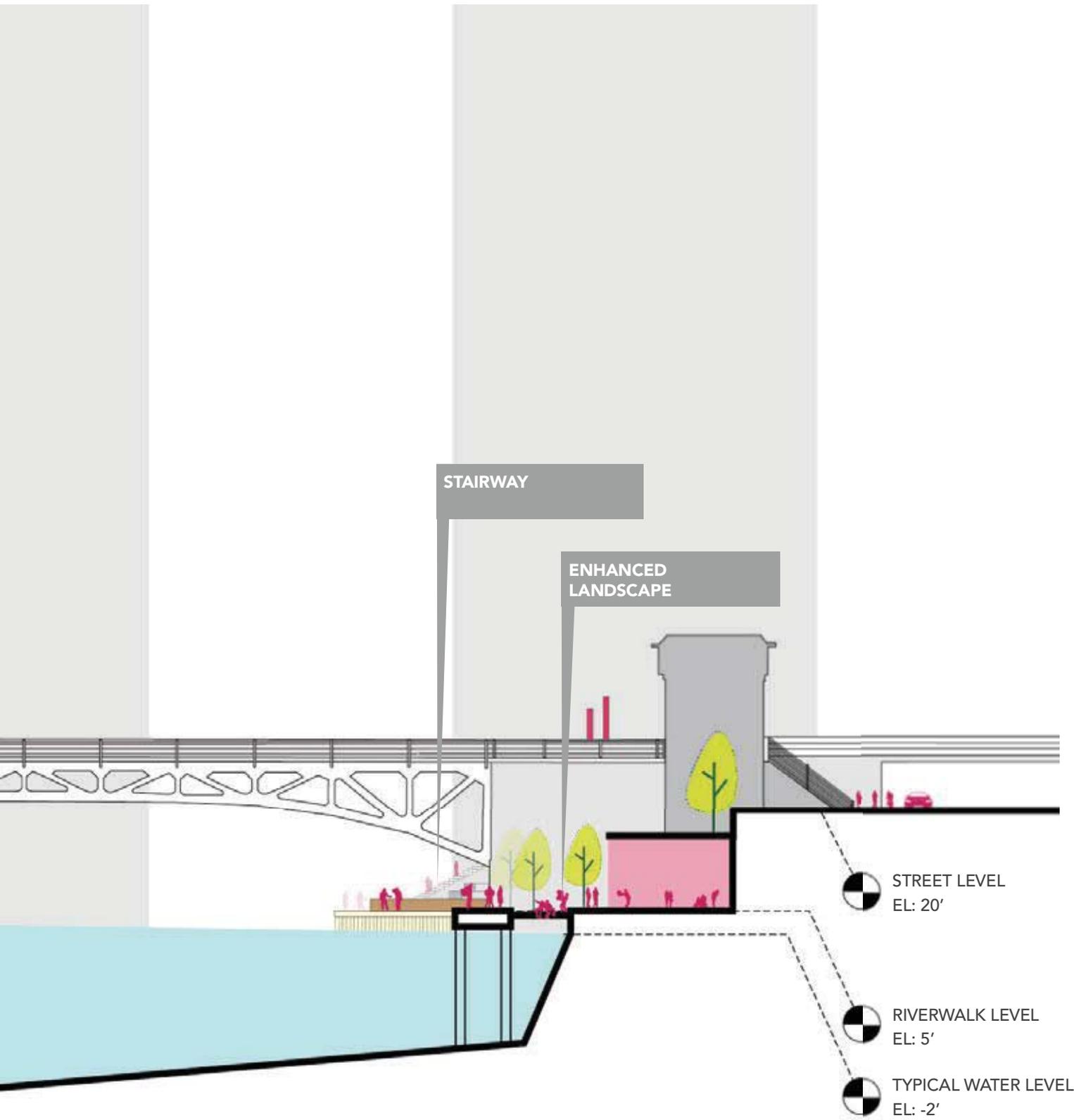
In addition to the Riverwalk improvements, a new concrete pier-supported ADA-accessible ramp is proposed from Harrison Street.

### Material

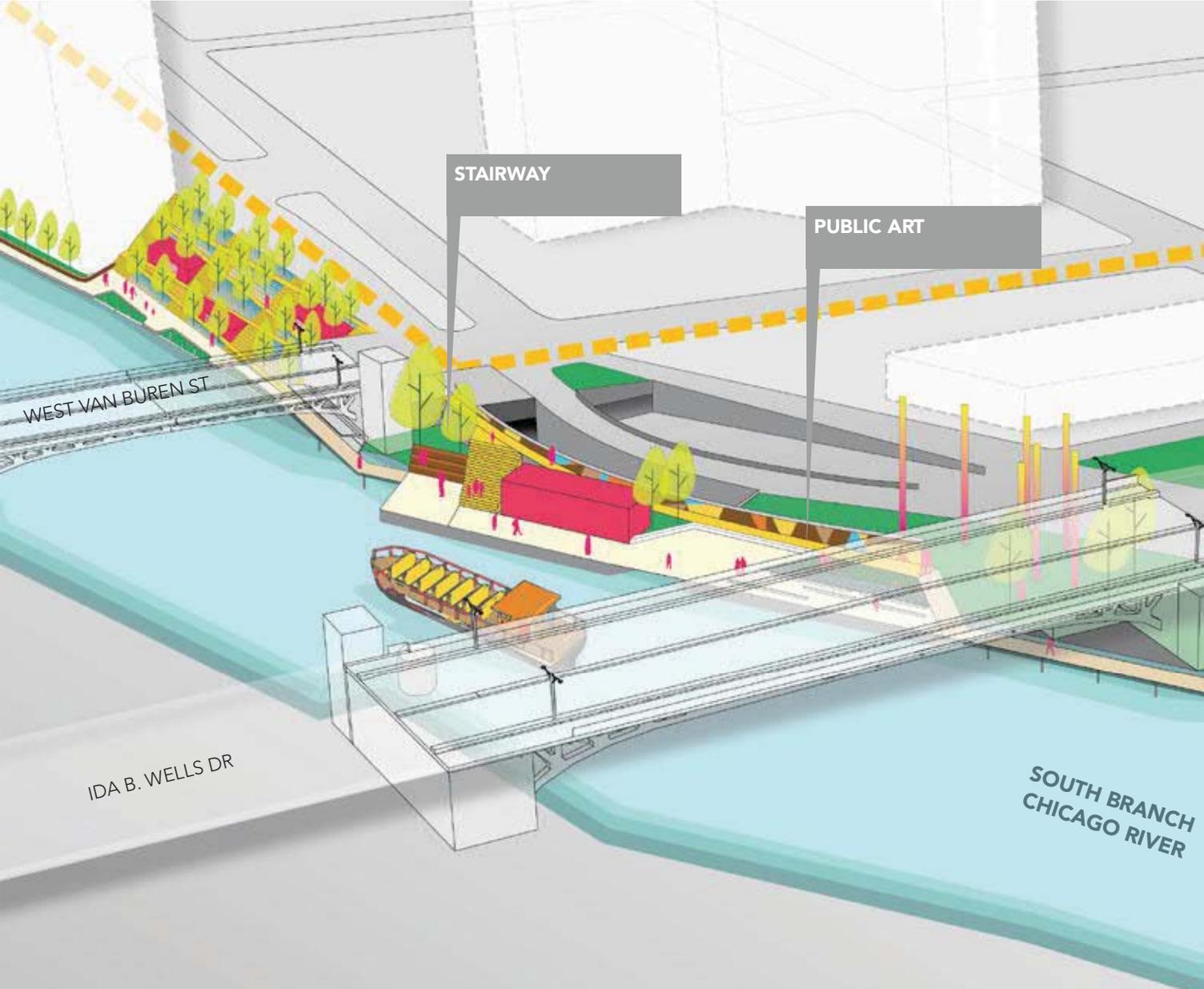
This section of the Riverwalk will closely follow the existing material palette of the Main Branch Riverwalk by utilizing concrete unit pavers, stainless steel guardrails and hardwood accents at social seating areas and other gathering spaces. In addition, this section will incorporate a new ADA-accessible ramp from Harrison Street constructed with a concrete pier-supported walkway.



*\* Retail and other architectural structures are conceptual; additional analysis in future phases is required to determine appropriate clearances from the River's edge*



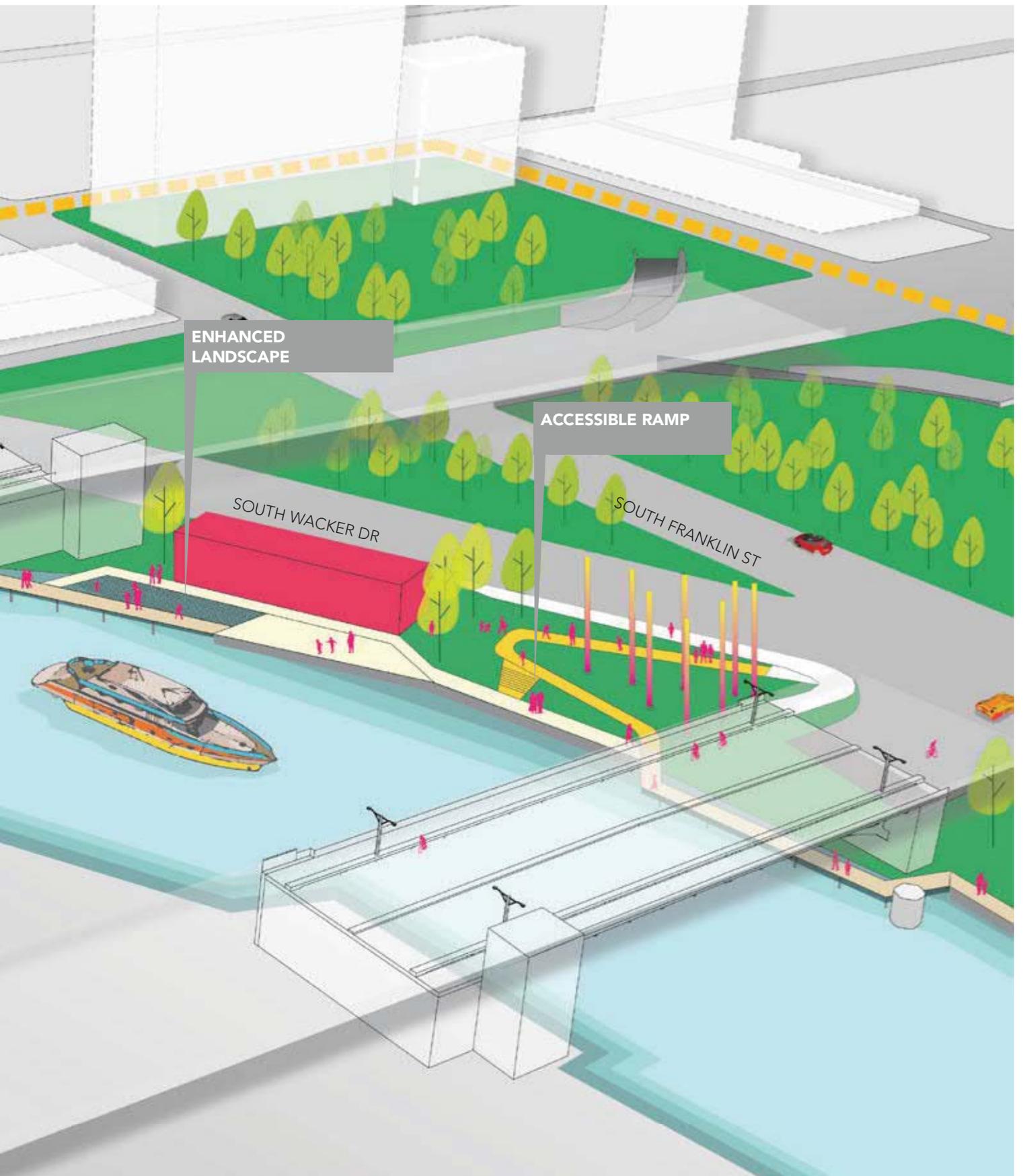
# SITES 8 + 9: IDA B. WELLS DRIVE AREA



## THE POST PREFERRED OPTION - PERSPECTIVE VIEW

*\* Retail and other architectural structures are conceptual; additional analysis in future phases is required to determine appropriate clearances from the River's edge*

WEST HARRISON ST





## **THE CAVERN**

### **Economic**

- Leasable Areas
- Direct Connection to Riverline and The 78 Developments

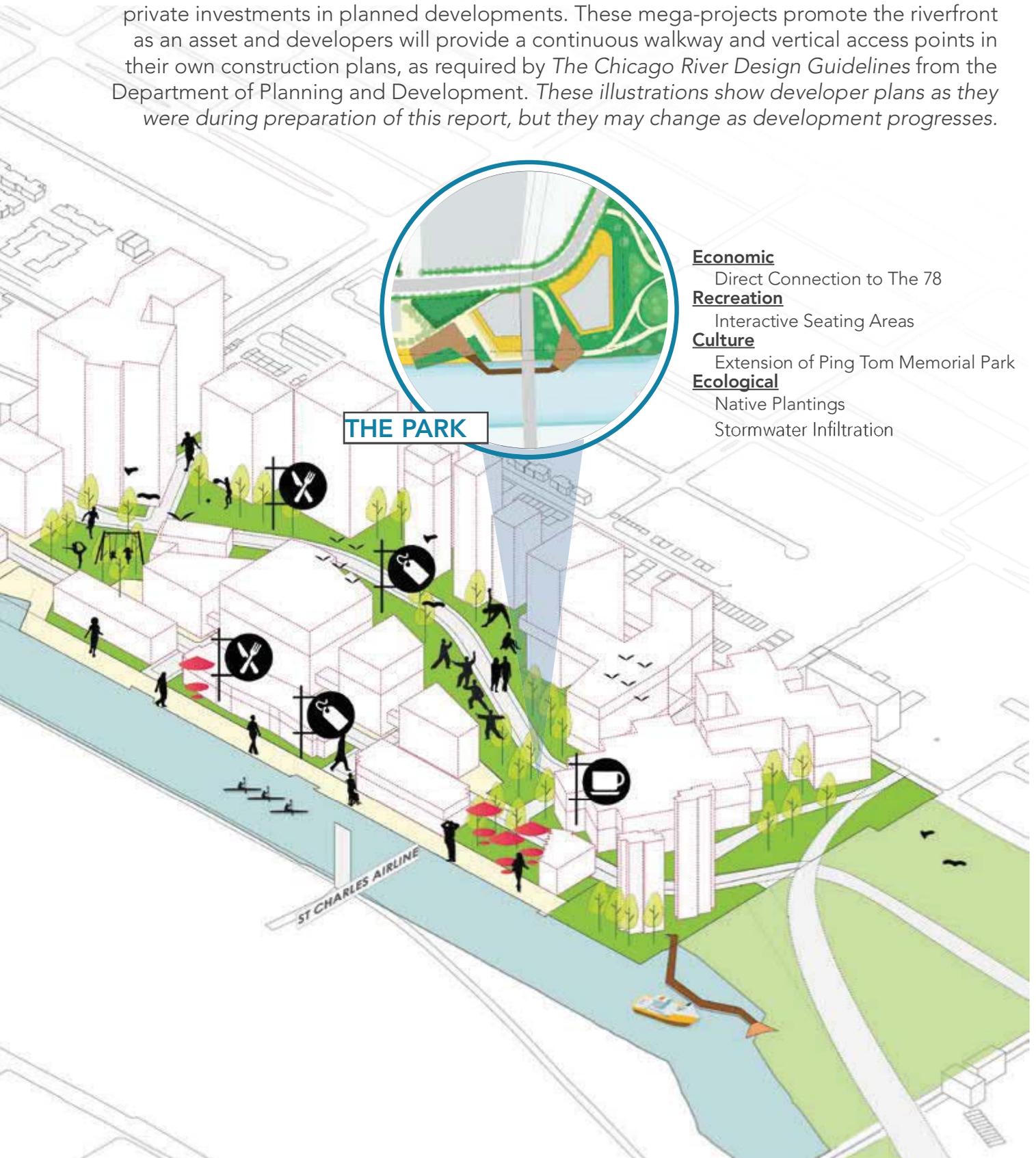
### **Recreation**

- Interactive Seating Areas
- Play Environments

### **Culture**

- Large Scale Art Installations

South of Harrison, this plan focuses on the underbridge connections at the Roosevelt Bridge and at the St. Charles Air Line Bridge. Most of this zone's Riverwalk will be created through private investments in planned developments. These mega-projects promote the riverfront as an asset and developers will provide a continuous walkway and vertical access points in their own construction plans, as required by *The Chicago River Design Guidelines* from the Department of Planning and Development. *These illustrations show developer plans as they were during preparation of this report, but they may change as development progresses.*



**Economic**

Direct Connection to The 78

**Recreation**

Interactive Seating Areas

**Culture**

Extension of Ping Tom Memorial Park

**Ecological**

Native Plantings

Stormwater Infiltration

# SITE 10: ROOSEVELT ROAD

## THE CAVERN

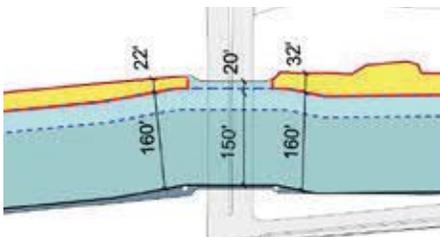
### BASIC OPTION - PLAN VIEW

Utilizing the existing underbridge area at Roosevelt Road, the Basic Option will incorporate unique and interactive components. To maximize the potential of the site, the walls separating the existing storage yards are to be removed to create a continuous, activated open space through placemaking elements.

Features will include unique hardscape elements, murals and art installations alongside the walls, and decorative lighting that provides visibility, interest and security. The combination of these colorful and interactive spaces create an enticing and engaging space.

### TARGET DESIGN AREA

Widths based on the Preferred Option; Area boundary shown pending developer coordination and approvals.



### LEGEND

-  GREEN SPACE
-  PAVEMENT

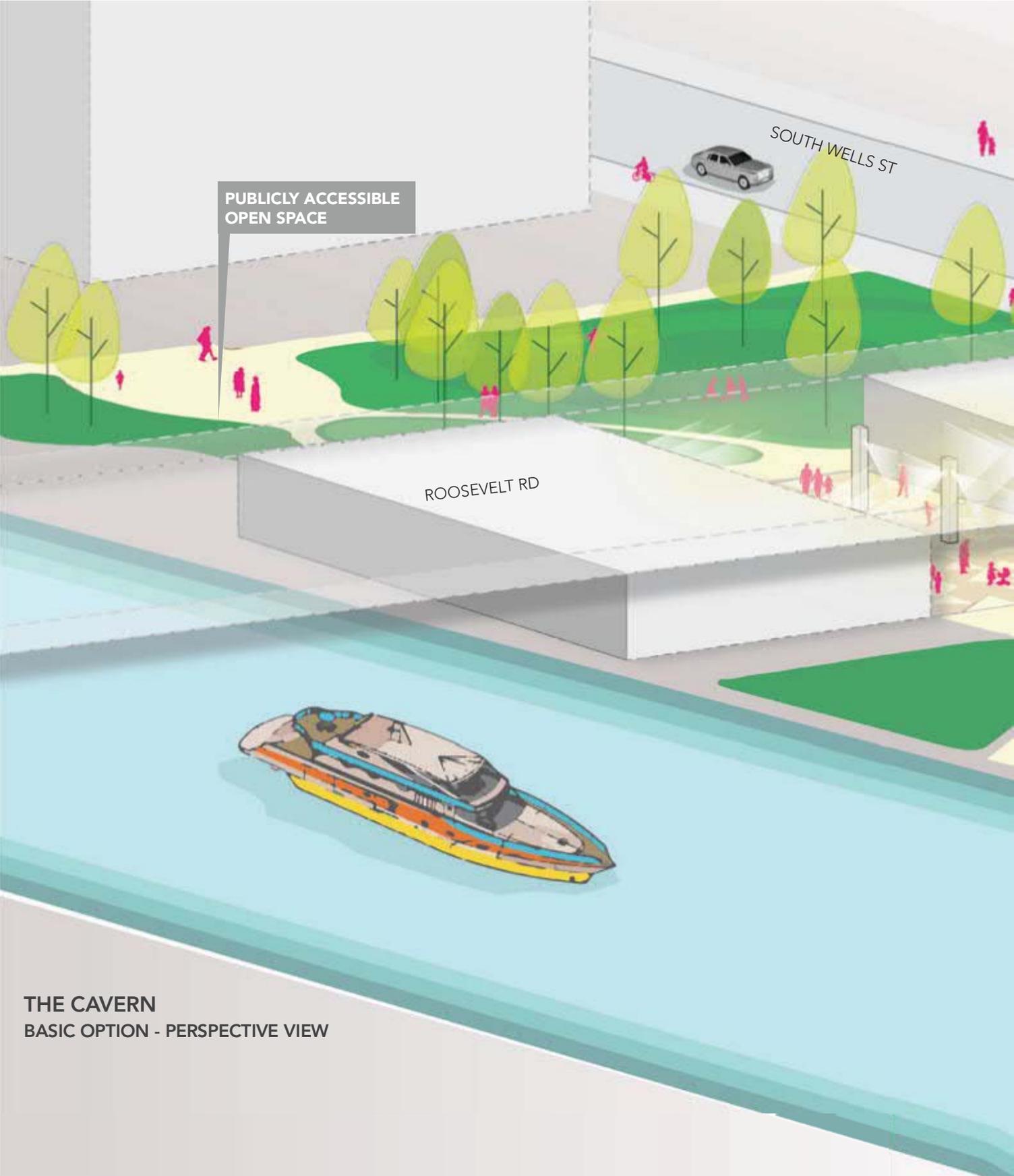




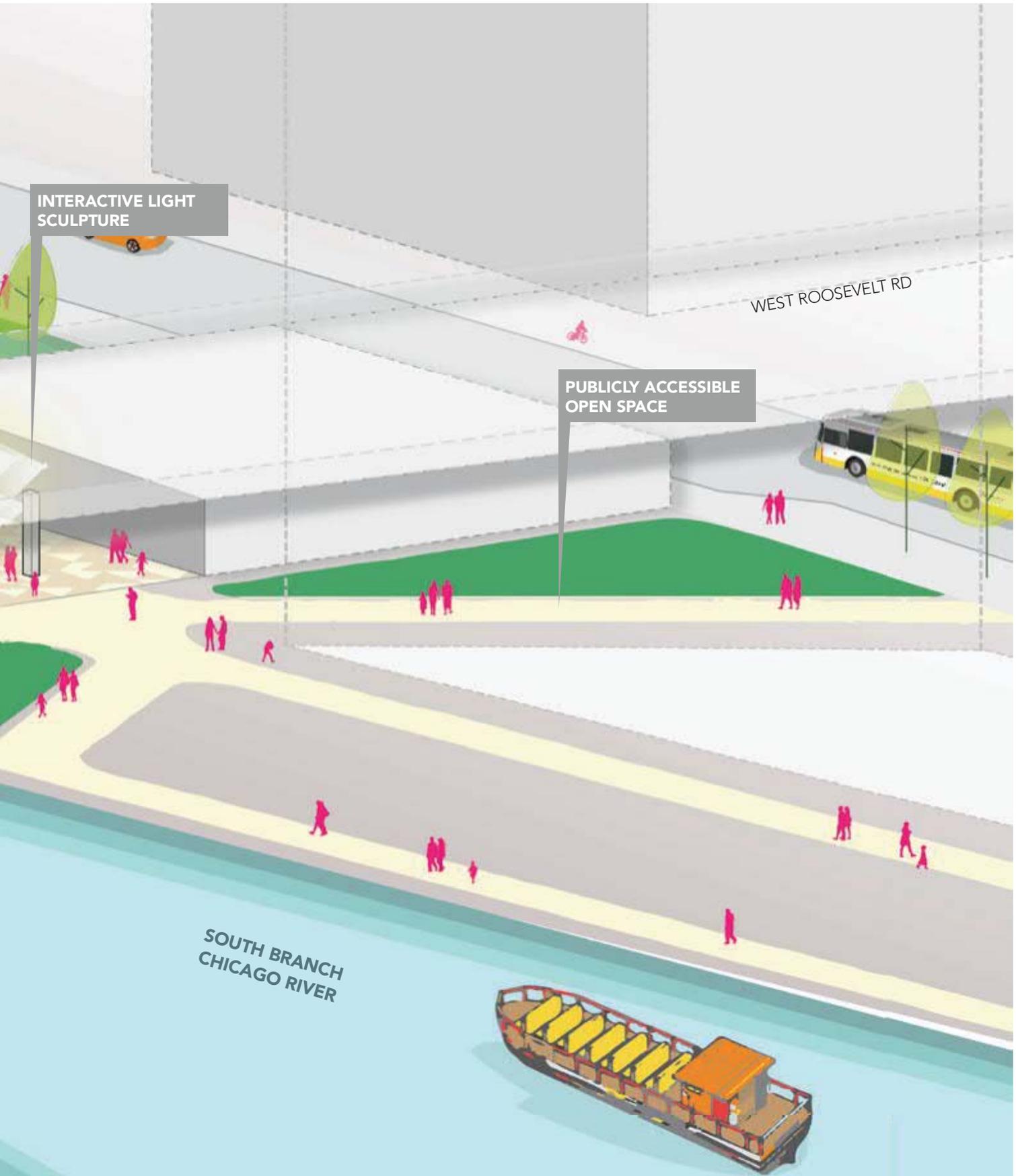
SOUTH WELLS ST

WEST ROOSEVELT RD

# SITE 10: ROOSEVELT ROAD



THE CAVERN  
BASIC OPTION - PERSPECTIVE VIEW



INTERACTIVE LIGHT  
SCULPTURE

WEST ROOSEVELT RD

PUBLICLY ACCESSIBLE  
OPEN SPACE

SOUTH BRANCH  
CHICAGO RIVER

# SITE 10: ROOSEVELT ROAD

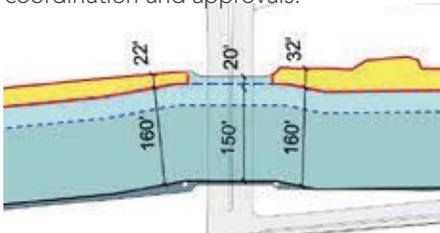
## THE CAVERN

### PREFERRED OPTION - PLAN VIEW

The Preferred Option proposes to remove most of the panel walls on this part of the bridge to create a continuous open space below. This open space will include two leasable retail spaces with frontage along South Wells Street. These spaces can help activate the use of the underbridge space for seating and programming. Similar to the Basic Option, placemaking elements include unique hardscape elements, public art on the walls and ceiling and unique lighting elements that create an enticing and engaging space. In addition, a high-activity playground with rubber surfacing under the bridge will provide recreational opportunities and invite users into the plaza.

### TARGET DESIGN AREA

Widths based on the Preferred Option;  
Area boundary shown pending developer  
coordination and approvals.



### LEGEND

-  GREEN SPACE
  -  RETAIL
  -  PAVEMENT
  -  FURNITURE
-  SECTION VIEW LOCATION





# SITE 10: ROOSEVELT ROAD

## THE CAVERN

### PREFERRED OPTION - SECTION VIEW

#### Constraints

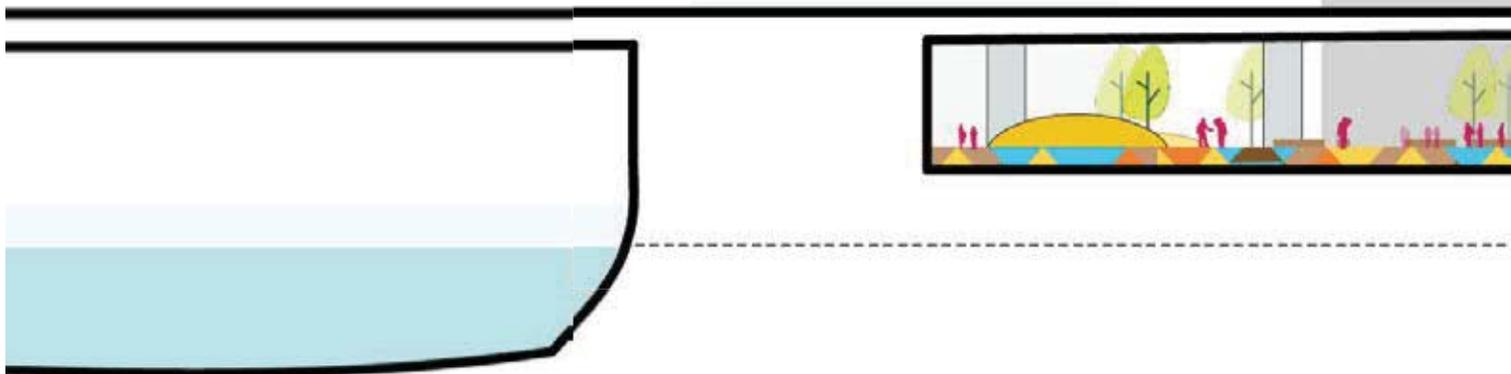
Integrated below Roosevelt Road, the site is located between the existing bridge abutments and roadway piers. The site will need to be integrated with the proposed Riverline and The 78 developments, both of which have proposed public open spaces next to the bridge.

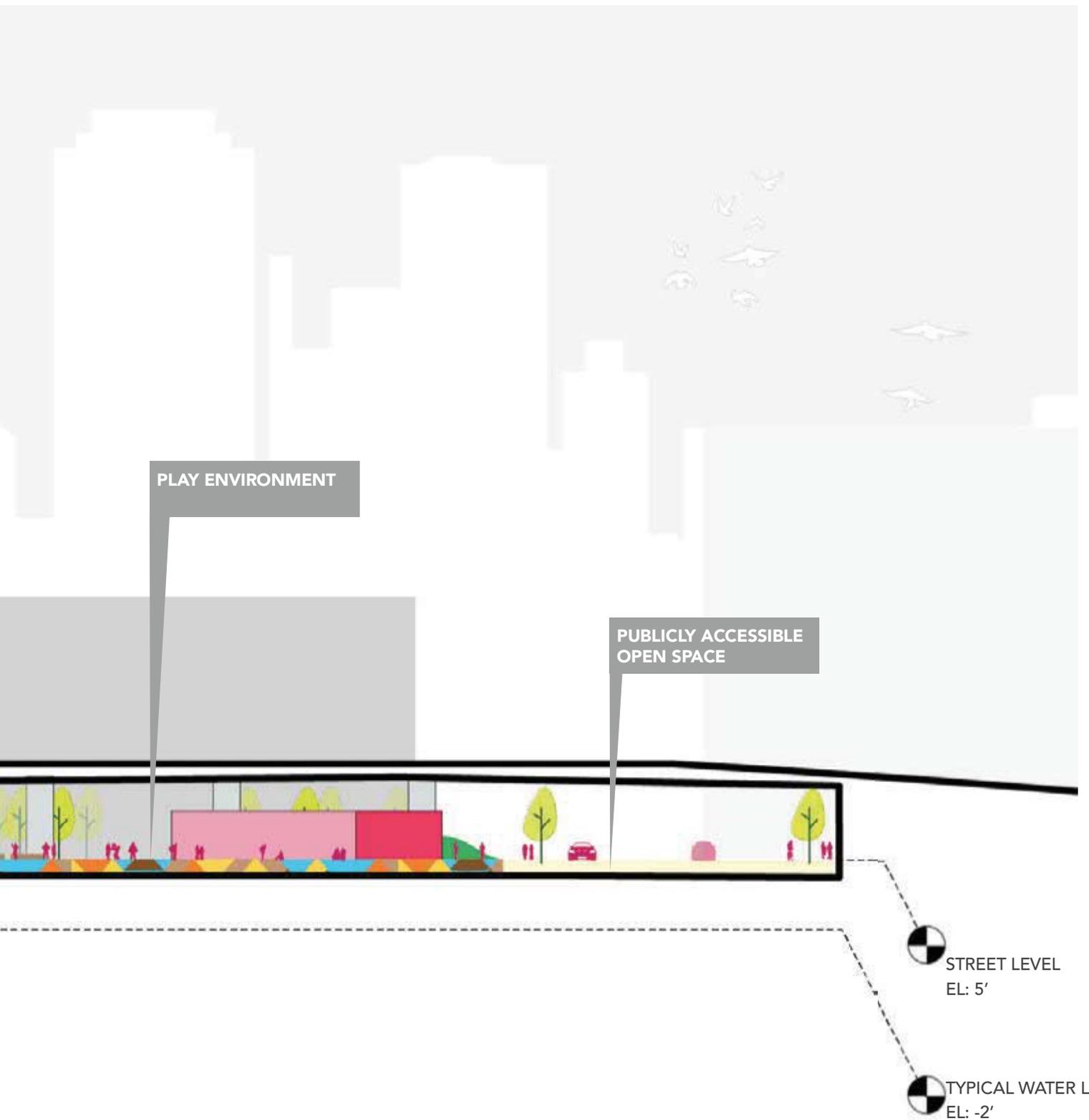
#### Construction

The existing partition walls that create the CDOT-controlled storage areas under the roadway will need to be removed to facilitate the proposed improvements. In the Basic Option, partition walls will be removed between two column bays and the Preferred Option will require the removal of partition walls between four column bays. The plaza and landscape areas will be built under the roadway and will follow traditional construction techniques.

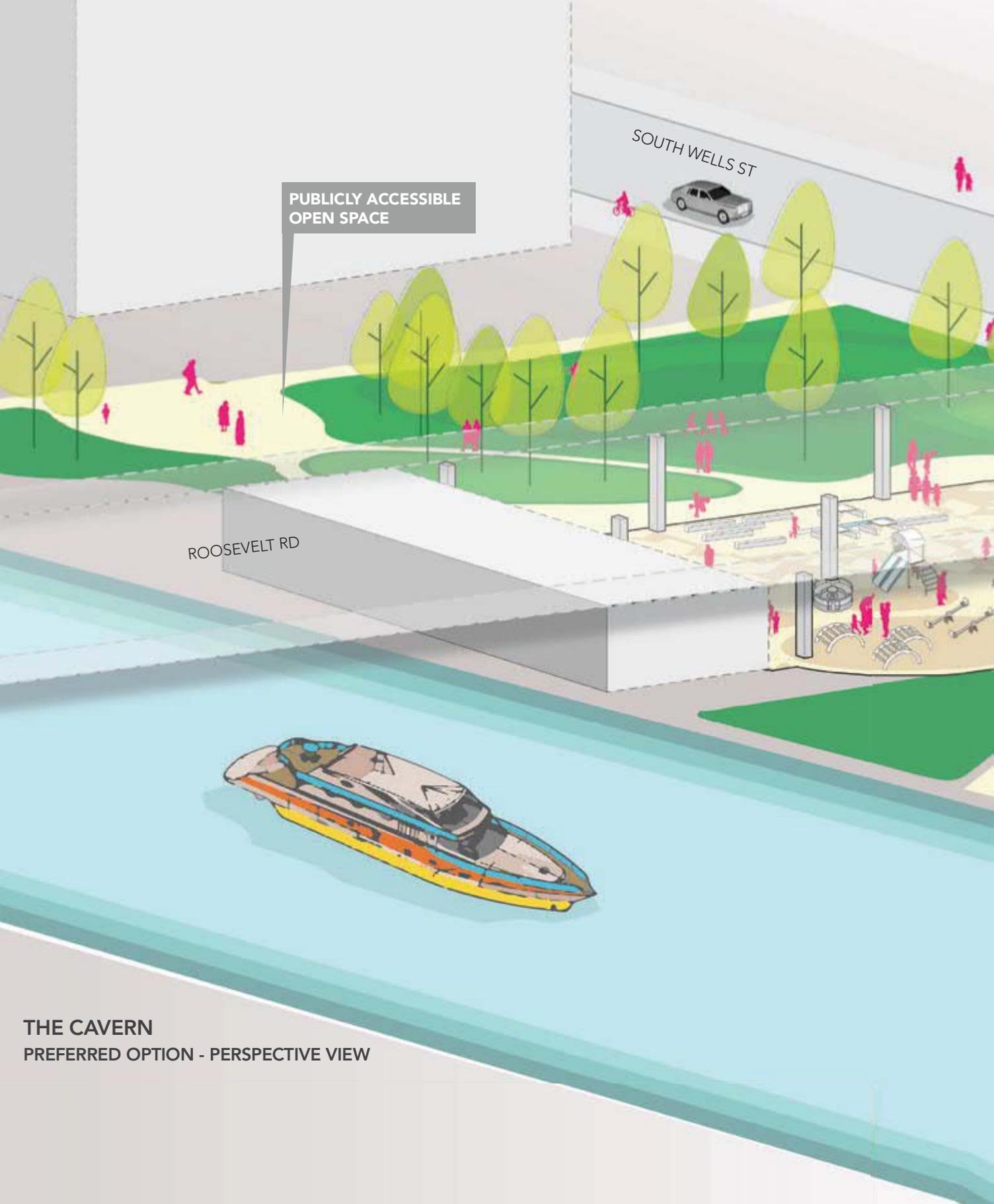
#### Material

Due to the location of the site below Roosevelt Road, a unique material palette is envisioned to address the constraints of locating a park under an active roadway. Concrete pavement, hardwood site furnishings, a small playground with rubberized surfacing and a lighting installation are envisioned to enliven the space.

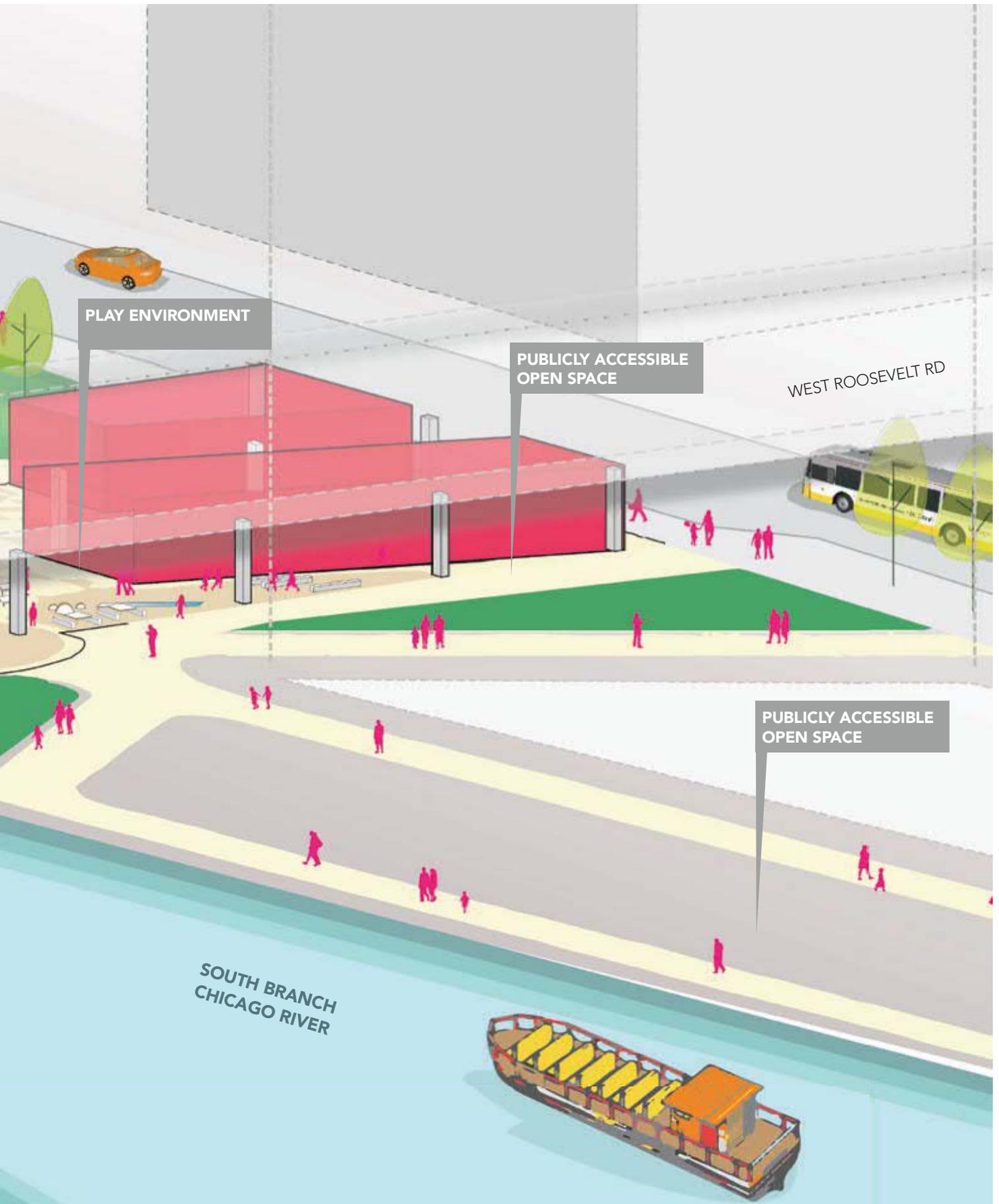




# SITE 10: ROOSEVELT ROAD



**THE CAVERN**  
PREFERRED OPTION - PERSPECTIVE VIEW



# SITE 11: ST. CHARLES AIR LINE

## THE PARK

### BASIC OPTION - PLAN VIEW

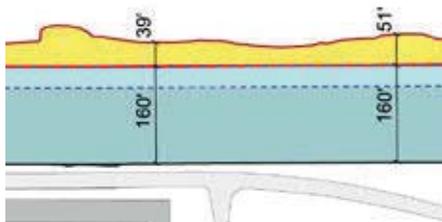
At the St. Charles Air Line Bridge site, the Basic Option briefly moves the Riverwalk inland to utilize the pedestrian connections in the upcoming Wells-Wentworth Connector.

Although no new construction is necessary underneath or adjacent to the bridge, significant grade changes will need to be addressed. This interim plan will be solidified as part of the final design of the Wells-Wentworth Connector.

The proposed pedestrian improvements will provide direct pedestrian connections from Ping Tom Memorial Park to the future development site to the north. The land adjacent to the St. Charles Air Line Bridge is privately owned. Future improvements to this land will be part of a planned development and are expected to be provide publicly accessible open space.

### TARGET DESIGN AREA

Widths based on the Preferred Option; Area boundary shown pending developer coordination and approvals.



### LEGEND

-  GREEN SPACE
-  PAVEMENT
-  LIMITS OF PRIVATE PROPERTY





BNSF / CN / CSX RAILROAD

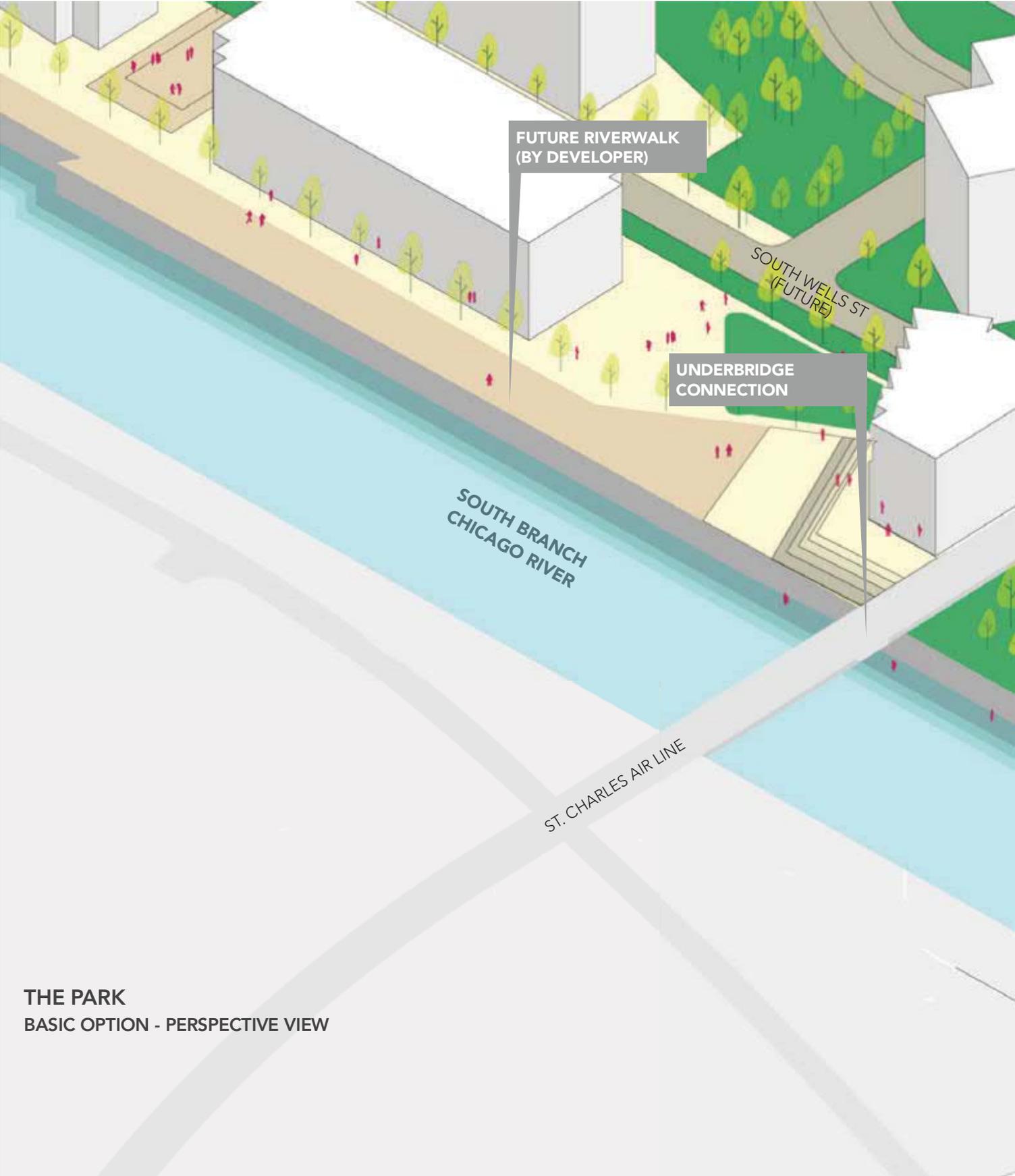
CN RAILROAD

THE 78  
(PROPOSED)

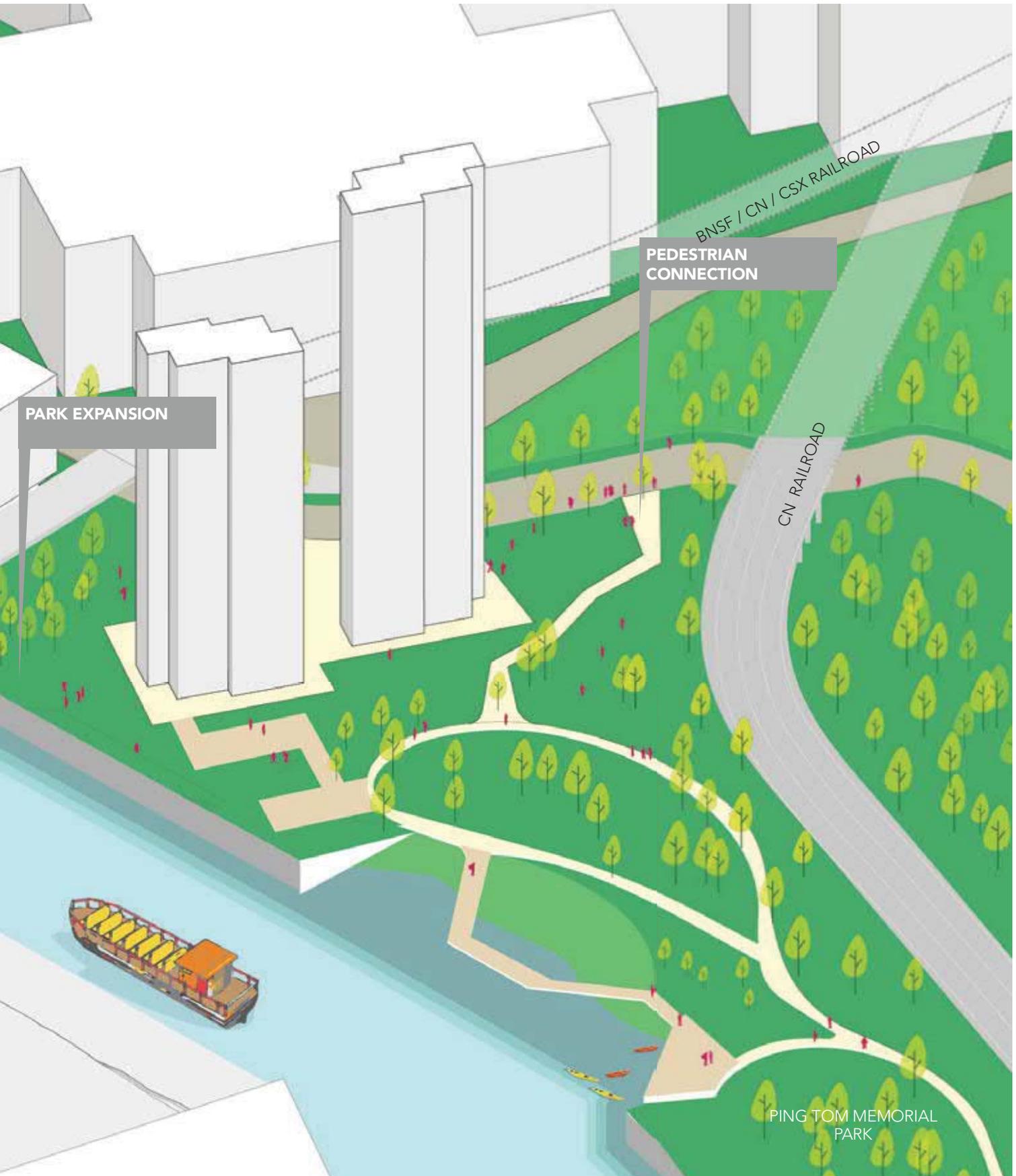
PING TOM MEMORIAL  
PARK

SOUTH BRANCH  
CHICAGO RIVER

# SITE 11: ST. CHARLES AIR LINE



**THE PARK**  
BASIC OPTION - PERSPECTIVE VIEW



PARK EXPANSION

PEDESTRIAN CONNECTION

BNSF / CN / CSX RAILROAD

CN RAILROAD

PING TOM MEMORIAL PARK

# SITE 11: ST. CHARLES AIR LINE

## THE PARK

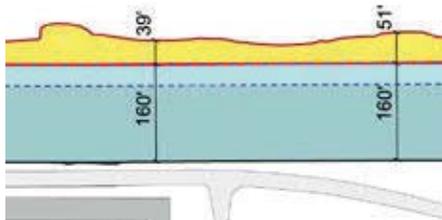
### PREFERRED OPTION - PLAN VIEW

The Preferred Option calls for a new underbridge connection at the St. Charles Air Line Bridge. Similar to the boardwalk at Ping Tom Memorial Park, the bridge will start and end with public plaza spaces. These public spaces will anchor the bridge at either end and tie into the existing adjacent developments through a complementary design language.

In addition, a naturalized shoreline edge condition will serve as a connection to Ping Tom Memorial Park, while providing critical wildlife habitat and water quality benefits.

### TARGET DESIGN AREA

Widths based on the Preferred Option; Area boundary shown pending developer coordination and approvals.



### LEGEND

- GREEN SPACE
- PAVEMENT
- LIMITS OF PRIVATE PROPERTY
- SECTION VIEW LOCATION



ST. CHARLES AIR LINE BRIDGE



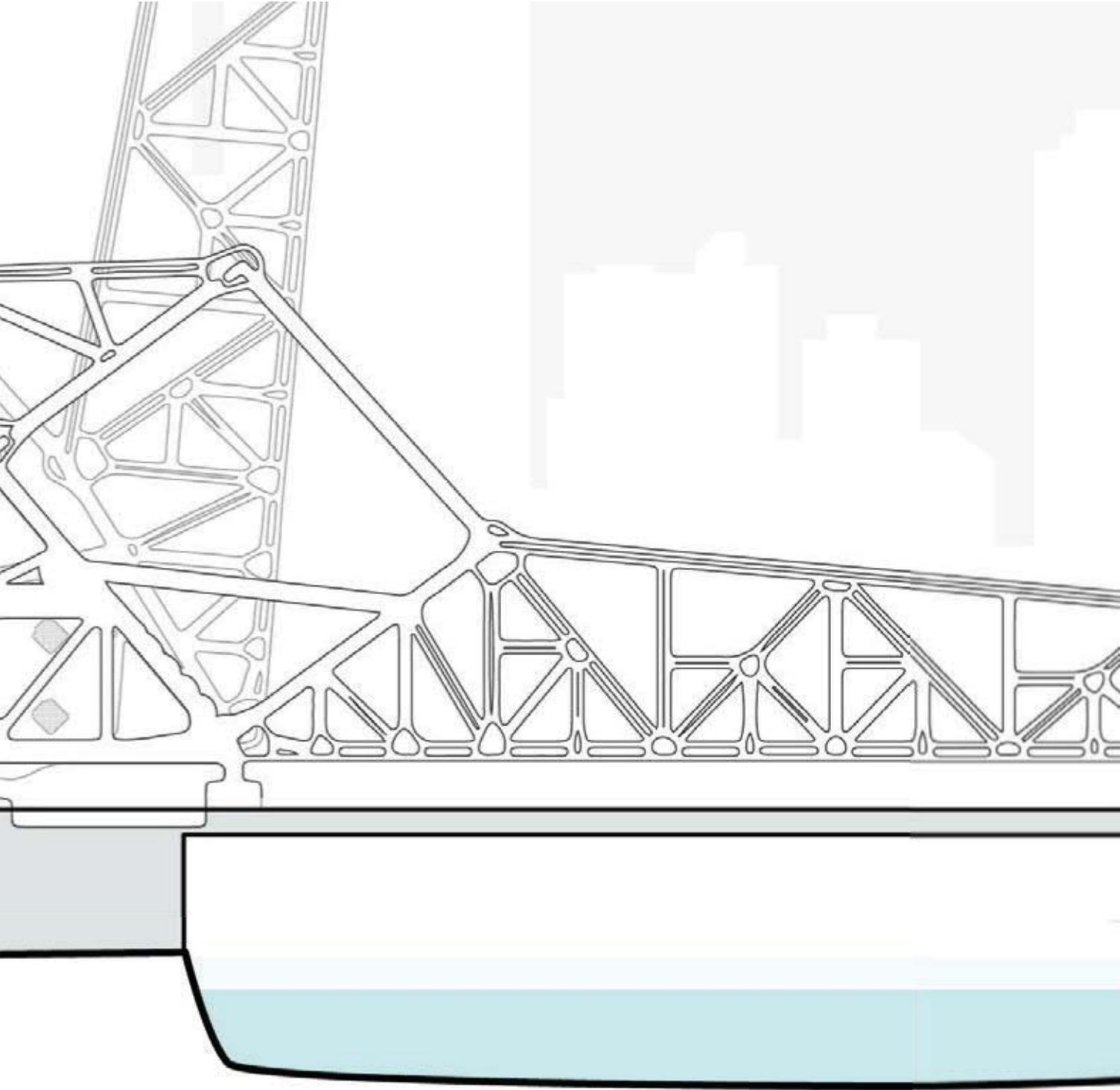
BNSF / CN / CSX RAILROAD

CN RAILROAD

SOUTH BRANCH CHICAGO RIVER

PING TOM MEMORIAL PARK

# SITE 11: ST. CHARLES AIR LINE

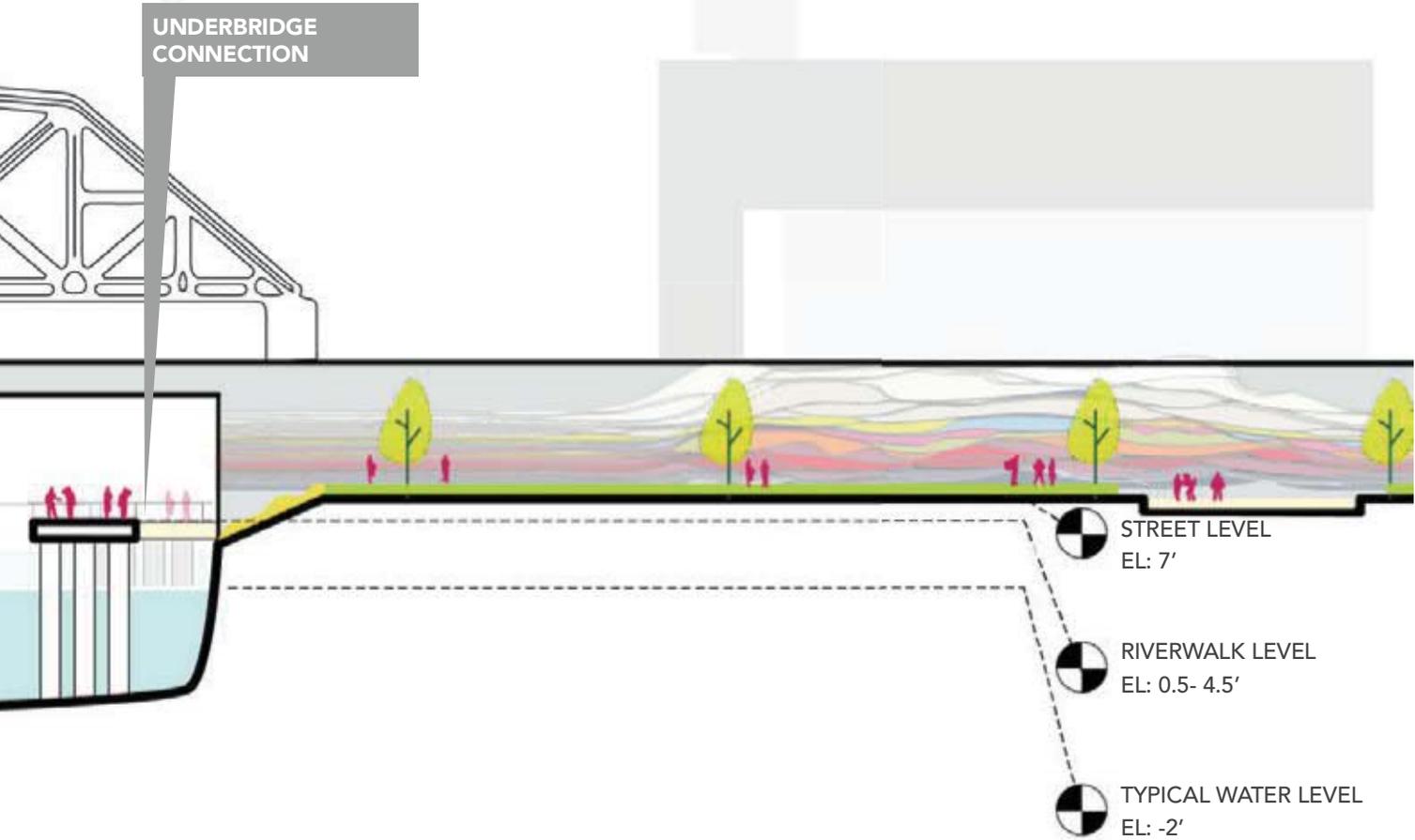


## THE PARK PREFERRED OPTION - SECTION VIEW

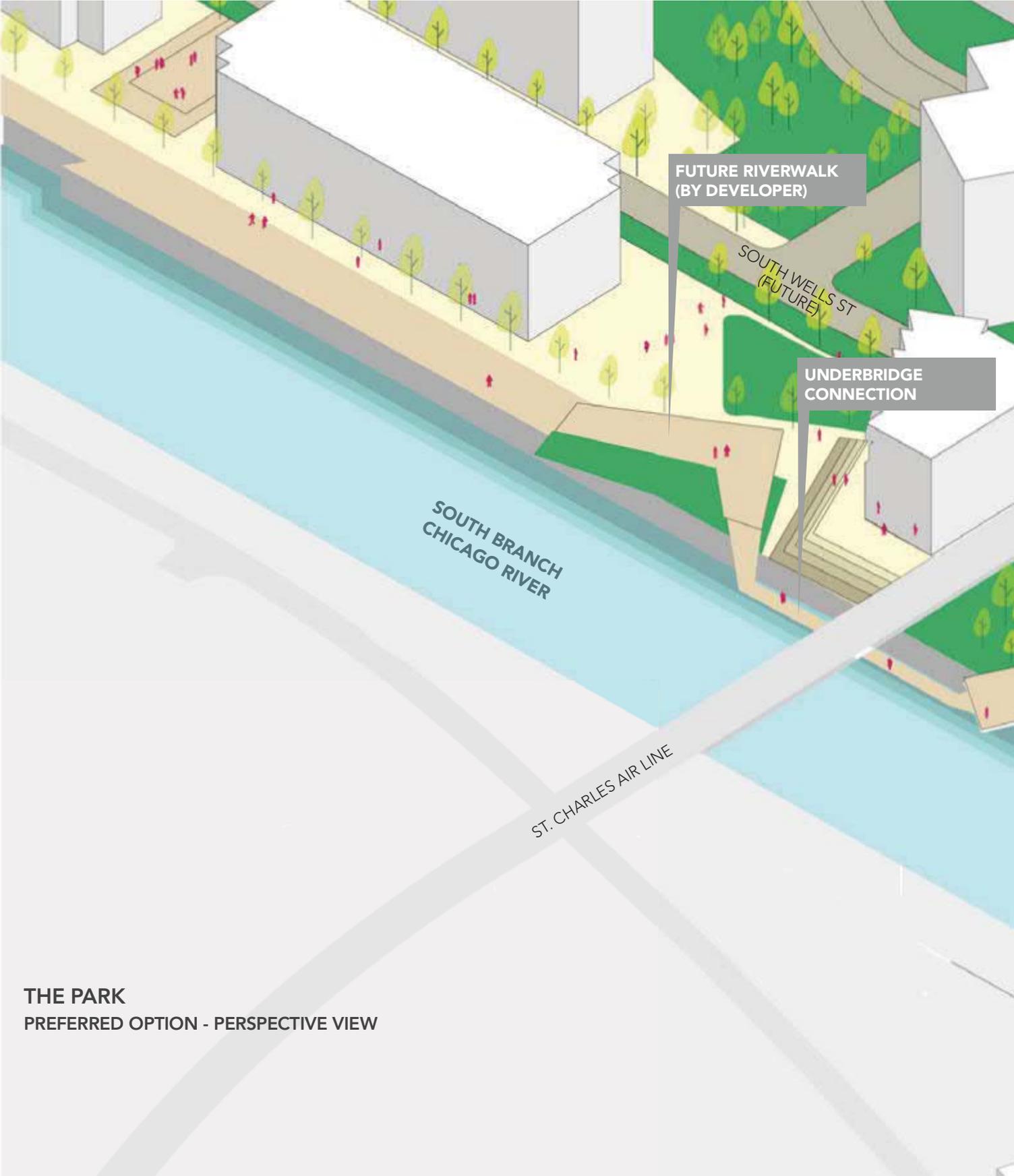
**Constraints**  
Due to the site being between sections of The 78 development, the underbridge connection at the St. Charles Air Line Bridge will need to be coordinated with the developer's improvements.

**Construction**  
The underbridge connection would be pier supported with a powder coated steel frame and hardwood decking.

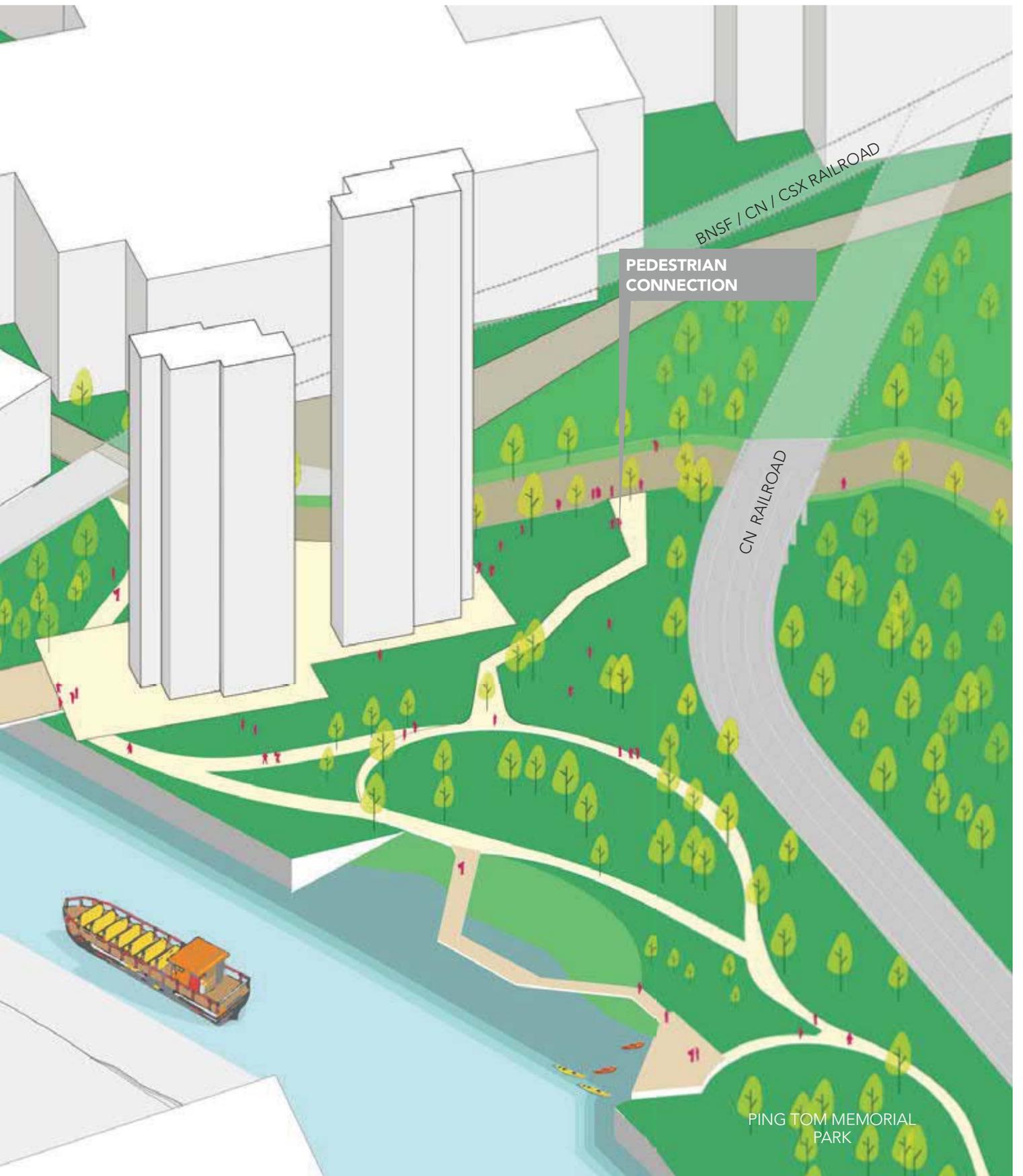
**Material**  
Due to the unique location that connects Ping Tom Memorial Park and The 78, an underbridge connection similar to the boardwalk at Ping Tom Memorial Park is envisioned.



# SITE 11: ST. CHARLES AIR LINE



**THE PARK**  
PREFERRED OPTION - PERSPECTIVE VIEW





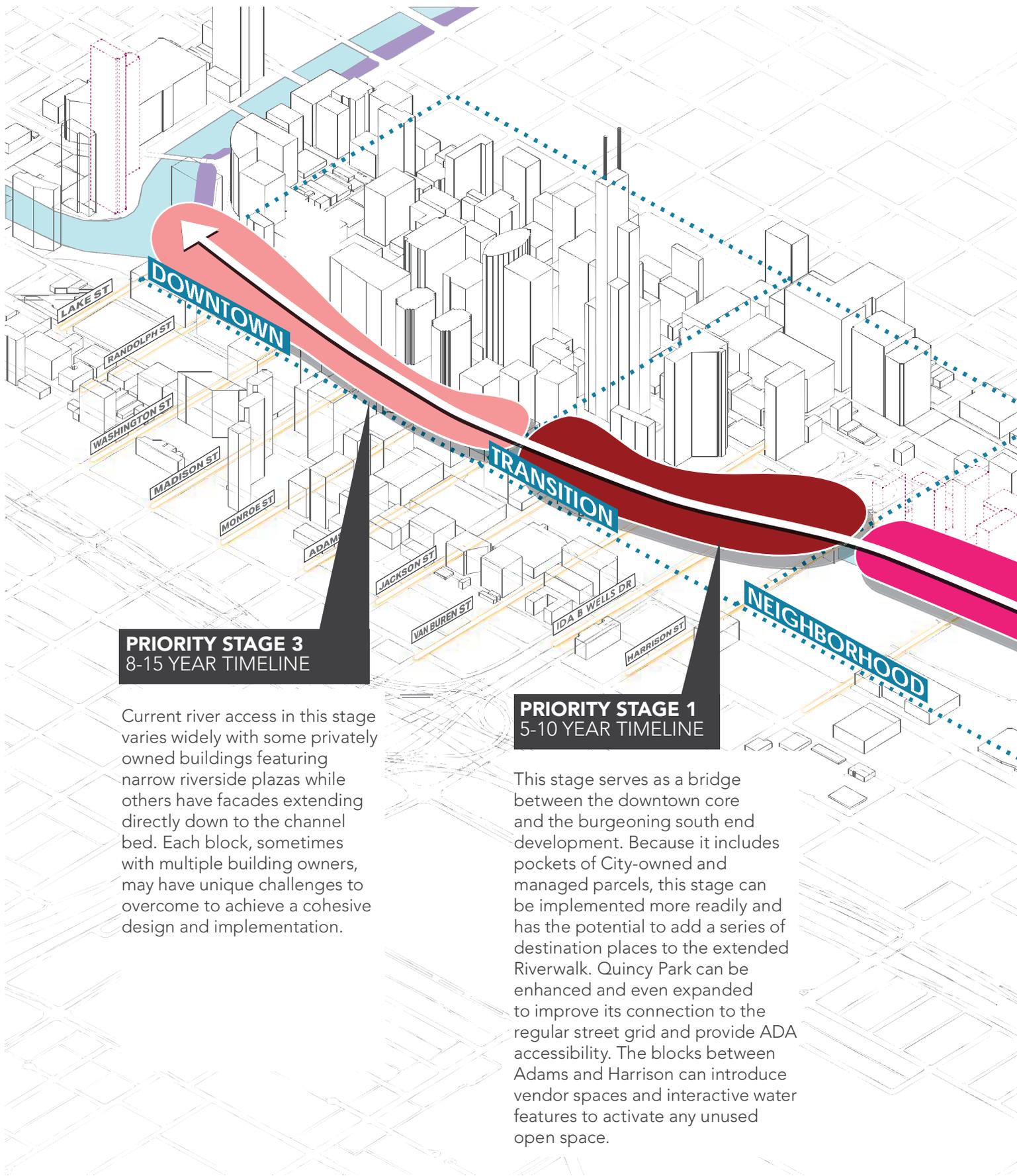


# 6

## IMPLEMENTATION

Priorities, costing, and implementation strategies associated with the South Branch Riverwalk development.

# PROJECT PRIORITIZATION

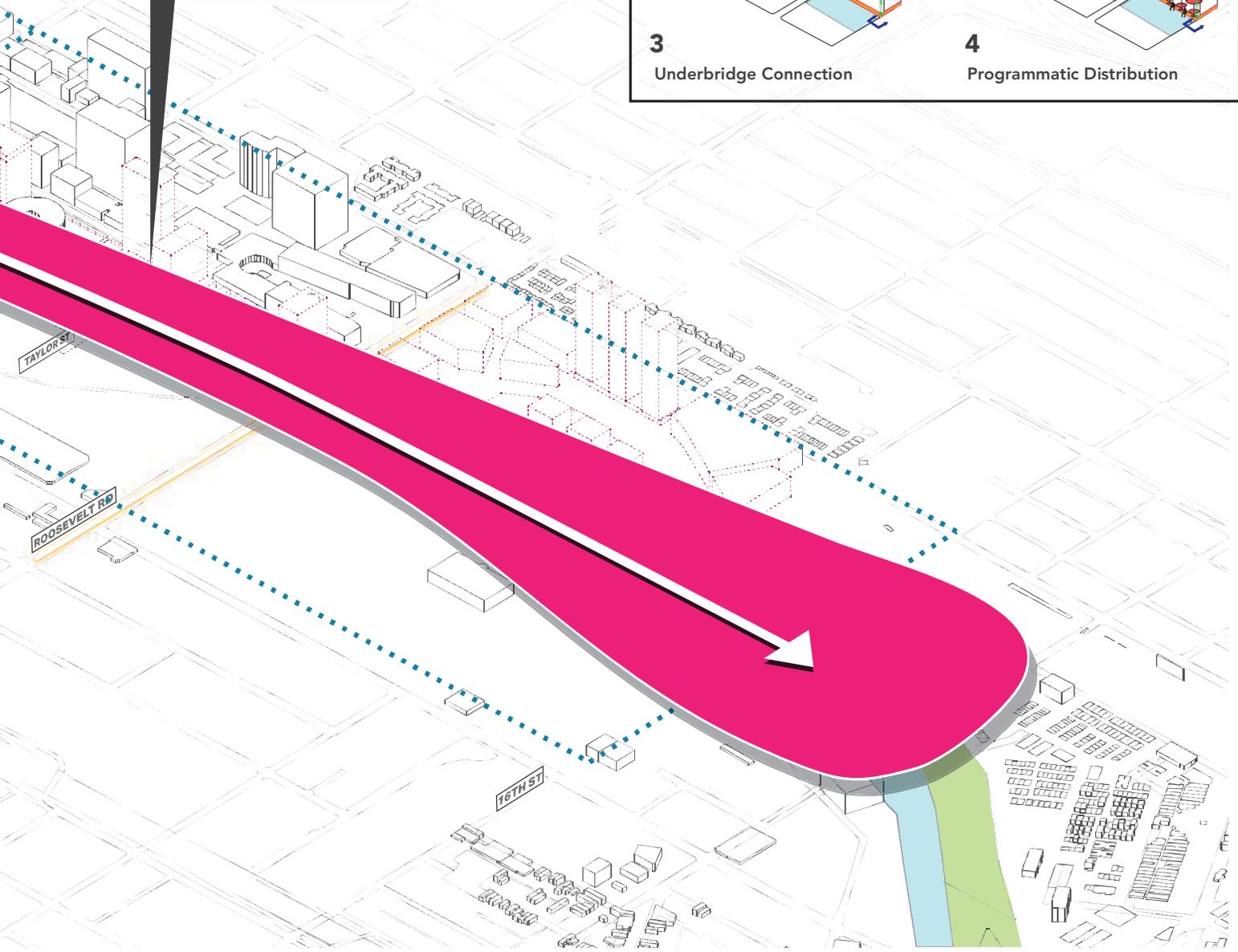
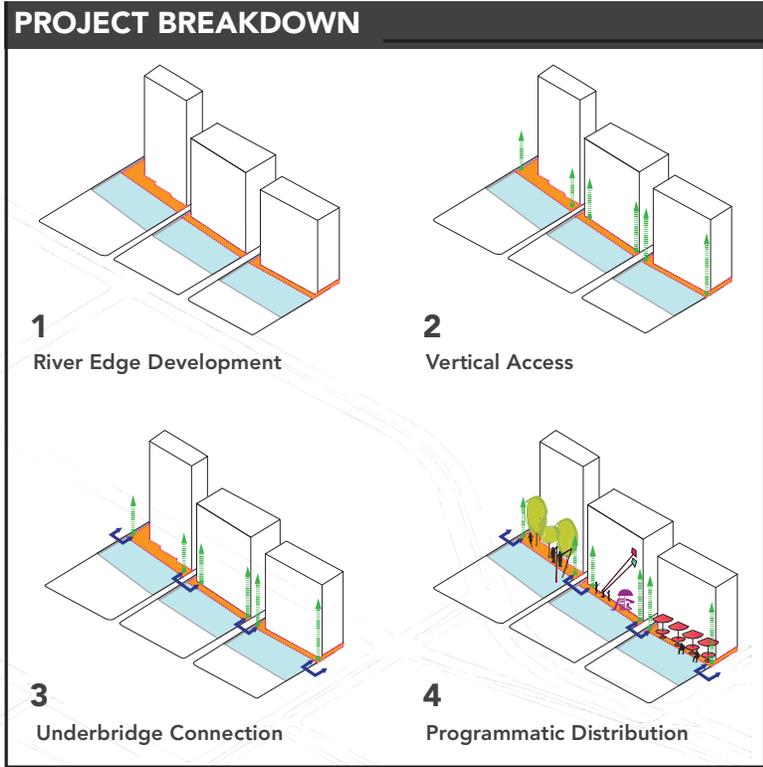


Current river access in this stage varies widely with some privately owned buildings featuring narrow riverside plazas while others have facades extending directly down to the channel bed. Each block, sometimes with multiple building owners, may have unique challenges to overcome to achieve a cohesive design and implementation.

This stage serves as a bridge between the downtown core and the burgeoning south end development. Because it includes pockets of City-owned and managed parcels, this stage can be implemented more readily and has the potential to add a series of destination places to the extended Riverwalk. Quincy Park can be enhanced and even expanded to improve its connection to the regular street grid and provide ADA accessibility. The blocks between Adams and Harrison can introduce vendor spaces and interactive water features to activate any unused open space.

Current development plans provide a continuous multi-use path as a part of the publicly accessible setback spaces within each development. Proposed design at the Roosevelt Street Bridge, a CDOT asset, and the St. Charles Air Line Bridge would need to be scheduled or integrated with the final planned development agreements and their construction. When the proposed Taylor Street Bridge is developed by CDOT, it should also include accommodations for an underbridge connection and street access.

**PRIORITY STAGE 2**  
5-15 YEAR TIMELINE



# PRIORITY STAGE 1

Below is a site-by-site breakdown of the bid items used. Every site includes the underbridge on the north end of the block in its cost estimate, except for Ida B. Wells Drive which includes three underbridges.

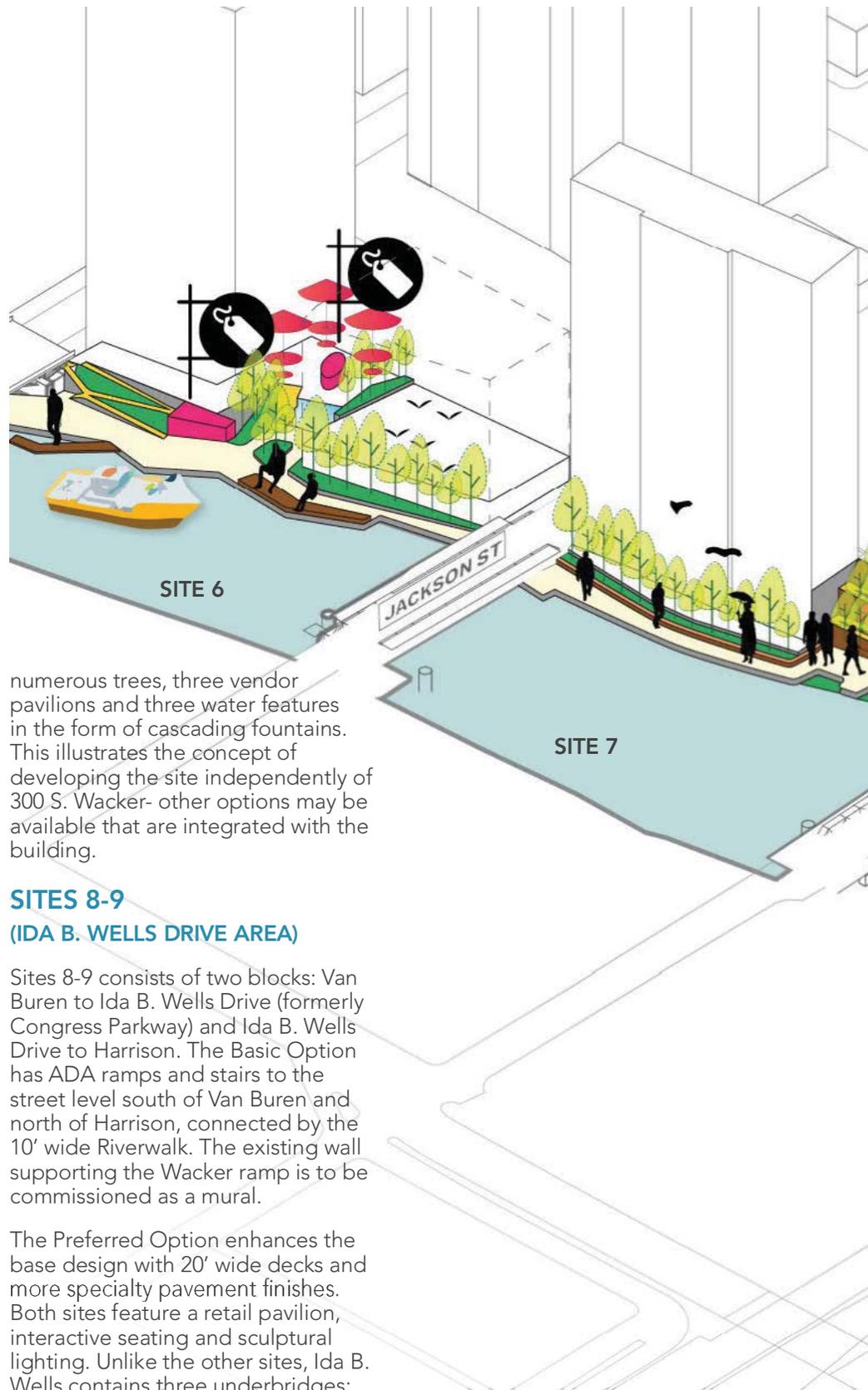
## SITE 6 (ADAMS TO JACKSON INCLUDING QUINCY PARK)

Site 6 proposes two options: Basic and Preferred. In the Basic Option, the existing footprint of Quincy Park will be renovated. The Basic Option contains a deck of two widths: 20-feet in the northern portion and 8-feet in the southern portion. It consists of a large staircase which connects the adjacent 200 S. Wacker Drive Quincy Park plaza area to the Riverwalk. An ADA ramp with a small vendor pavilion tucked in below. A small water feature, central to the space, connects the two levels. An improved pavement and water deck extension draws attention to the mid-site development.

The Preferred Option contains a deck with an average width of 30' with an extensive ADA ramp on the Adams side. A retail pavilion is proposed along the riverwalk. As an improvement to the Basic Option, the open area east of the Park is proposed as "capped" and activated as a street level plaza. This will require structural work and includes a retail pavilion surrounded by raised planting beds and seating. The Preferred Option also contains a large cascading fountain.

## SITE 7 (JACKSON TO VAN BUREN)

The Jackson to Van Buren site features a 10' wide deck at the north that includes floating gardens. The southern half of this site consists of a 150' wide staircase connecting the riverwalk to the street, at a +25' elevation, similar to the amphitheater room at the Main Branch. The 60' shafts support the concrete slab at the street level. The staircase will integrate ADA ramp access (concrete slabs supported by structural walls) and contains multiple landings,

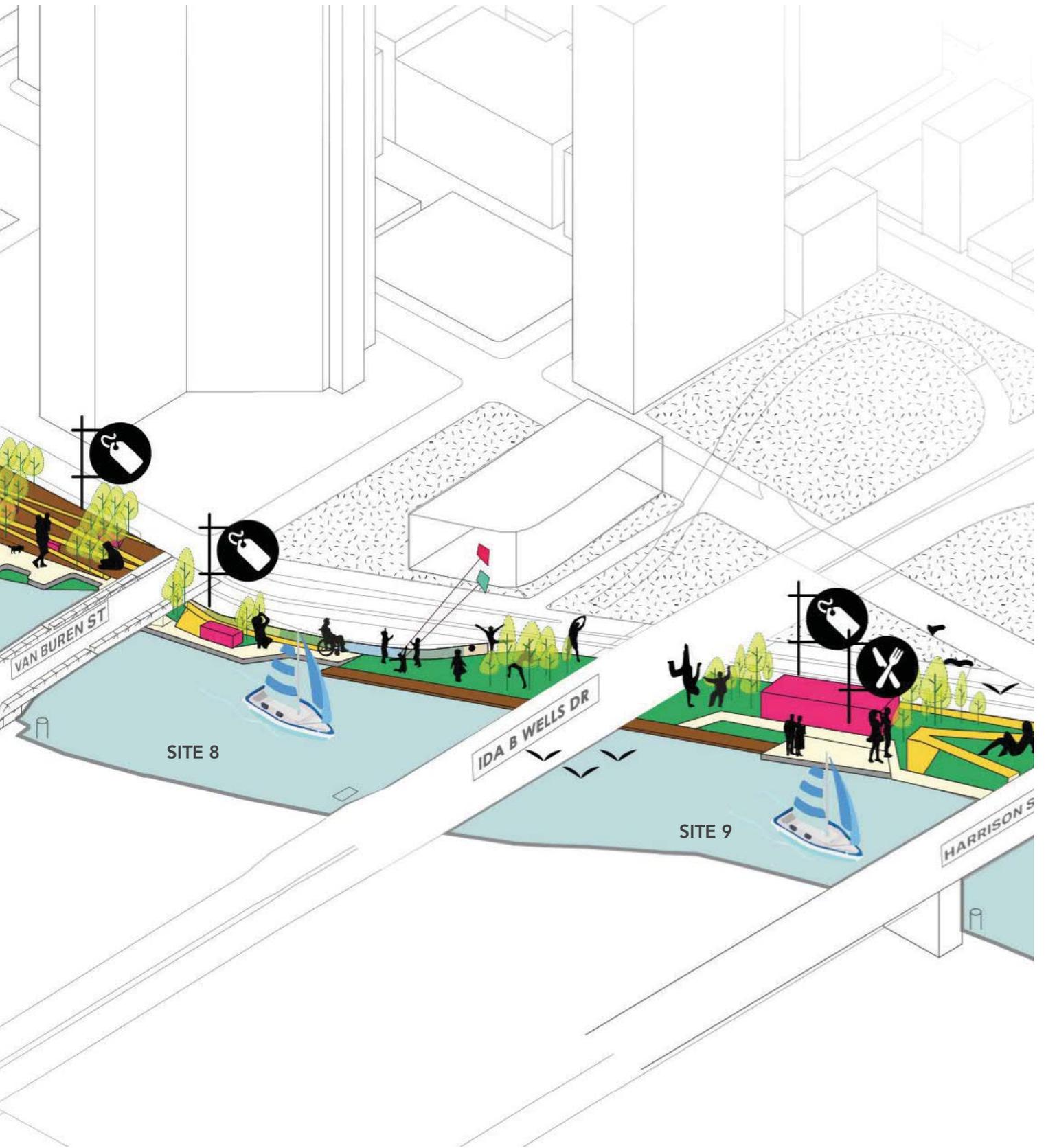


numerous trees, three vendor pavilions and three water features in the form of cascading fountains. This illustrates the concept of developing the site independently of 300 S. Wacker- other options may be available that are integrated with the building.

## SITES 8-9 (IDA B. WELLS DRIVE AREA)

Sites 8-9 consists of two blocks: Van Buren to Ida B. Wells Drive (formerly Congress Parkway) and Ida B. Wells Drive to Harrison. The Basic Option has ADA ramps and stairs to the street level south of Van Buren and north of Harrison, connected by the 10' wide Riverwalk. The existing wall supporting the Wacker ramp is to be commissioned as a mural.

The Preferred Option enhances the base design with 20' wide decks and more specialty pavement finishes. Both sites feature a retail pavilion, interactive seating and sculptural lighting. Unlike the other sites, Ida B. Wells contains three underbridges: Van Buren at the north end, a double-length underbridge for Congress at the center of the site, and Harrison at the South end.



## PRIORITY STAGE 2

South of Harrison, most of the Riverwalk will be created through private investments in planned developments. These mega-projects promote the riverfront as an asset and developers address the continuous walkway and vertical access points in their specific construction plans, governed by the *Chicago River Design Guidelines* and reviewed by the Department of Planning and Development. This Plan, then, focuses on the underbridge connections at the Roosevelt Bridge and at the St. Charles Air Line Bridge.

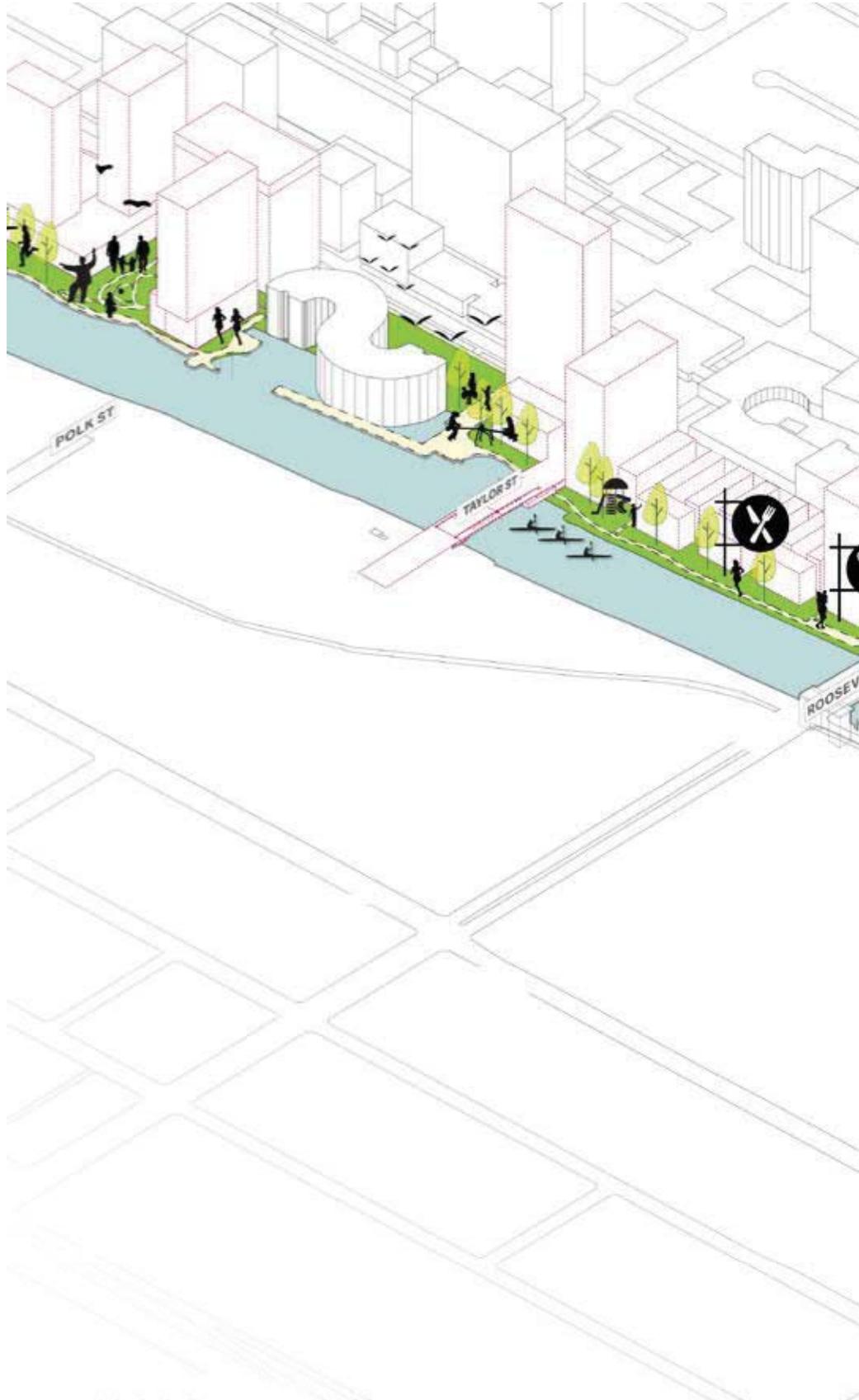
### SITE 10 (ROOSEVELT ROAD)

The site utilizes the existing space under Roosevelt Road bridge as open space. The Basic Option removes two existing under-bridge walls and uses concrete pavers over an area of roughly 30' by 40'. The Preferred Option utilizes this space, requiring the removal of 10 existing walls. The concrete pavers extend to 110' by 165' including two vendor pavilions, two small water features, a rubber-surfaced play area for children and restroom facilities.

### SITE 11 (ST. CHARLES AIR LINE)

The site has a raised deck, achieved with structural walls and granular fill (+6' in elevation). The existing deck for St. Charles is in poor condition and due for an overhaul.

The site has both Basic and Preferred Options, with the only difference being the addition of an underbridge for St. Charles Bridge in the Preferred Option. The Basic Option shares an underbridge with the upcoming Wells-Wentworth Connector Roadway.





# PRIORITY STAGE 3

## SITES 1-2 (LAKE TO WASHINGTON)

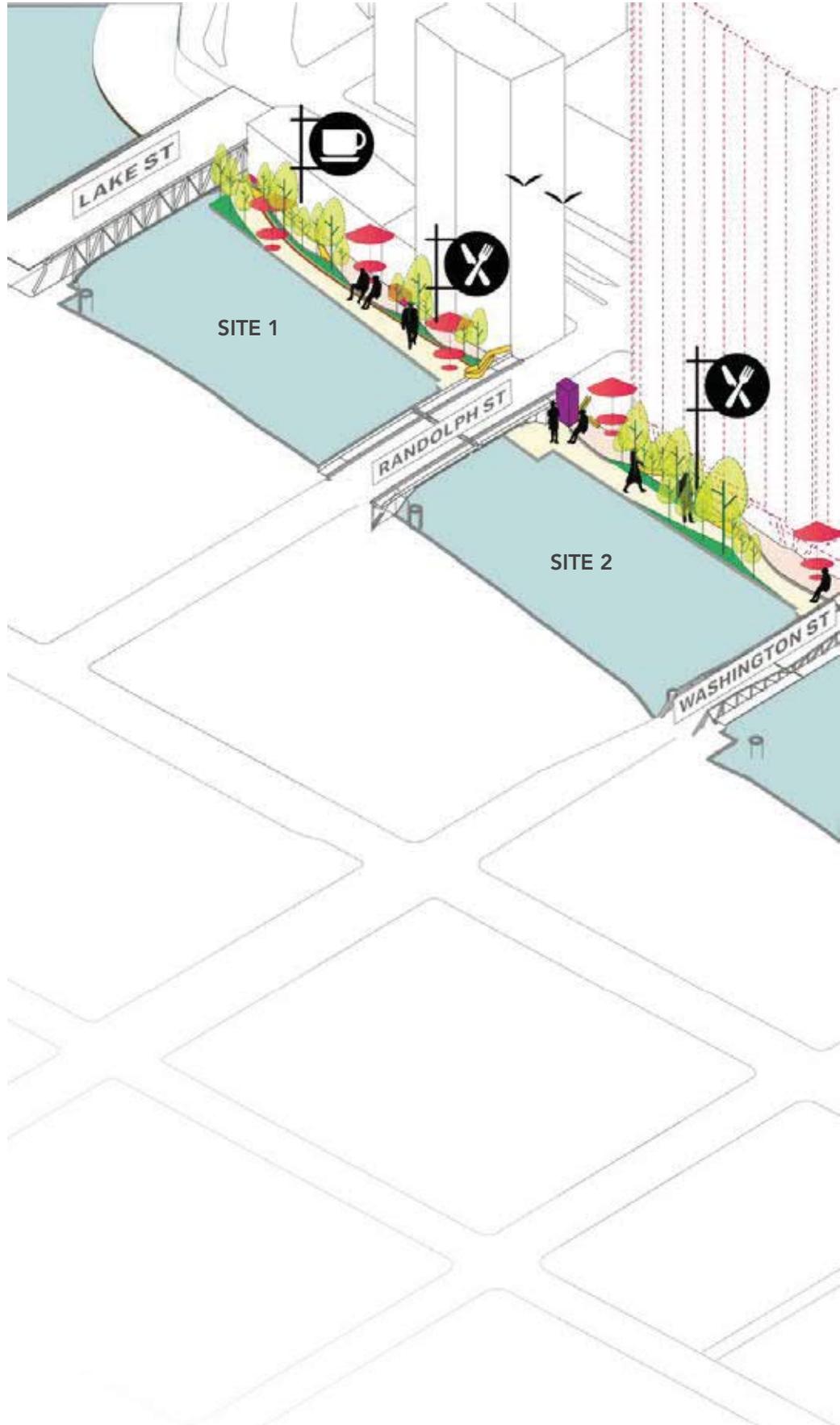
The two northern sites share similarities in layout, elements and programming. They consist of multi-tier levels, direct trail circulation of the riverfront level and flexible seating on the upper tiers. The remaining costs include staircases connecting the Riverwalk to street level, an elevator retrofitted in the existing bridgehouse at Site 2, mobilization, construction layout and landscaping.

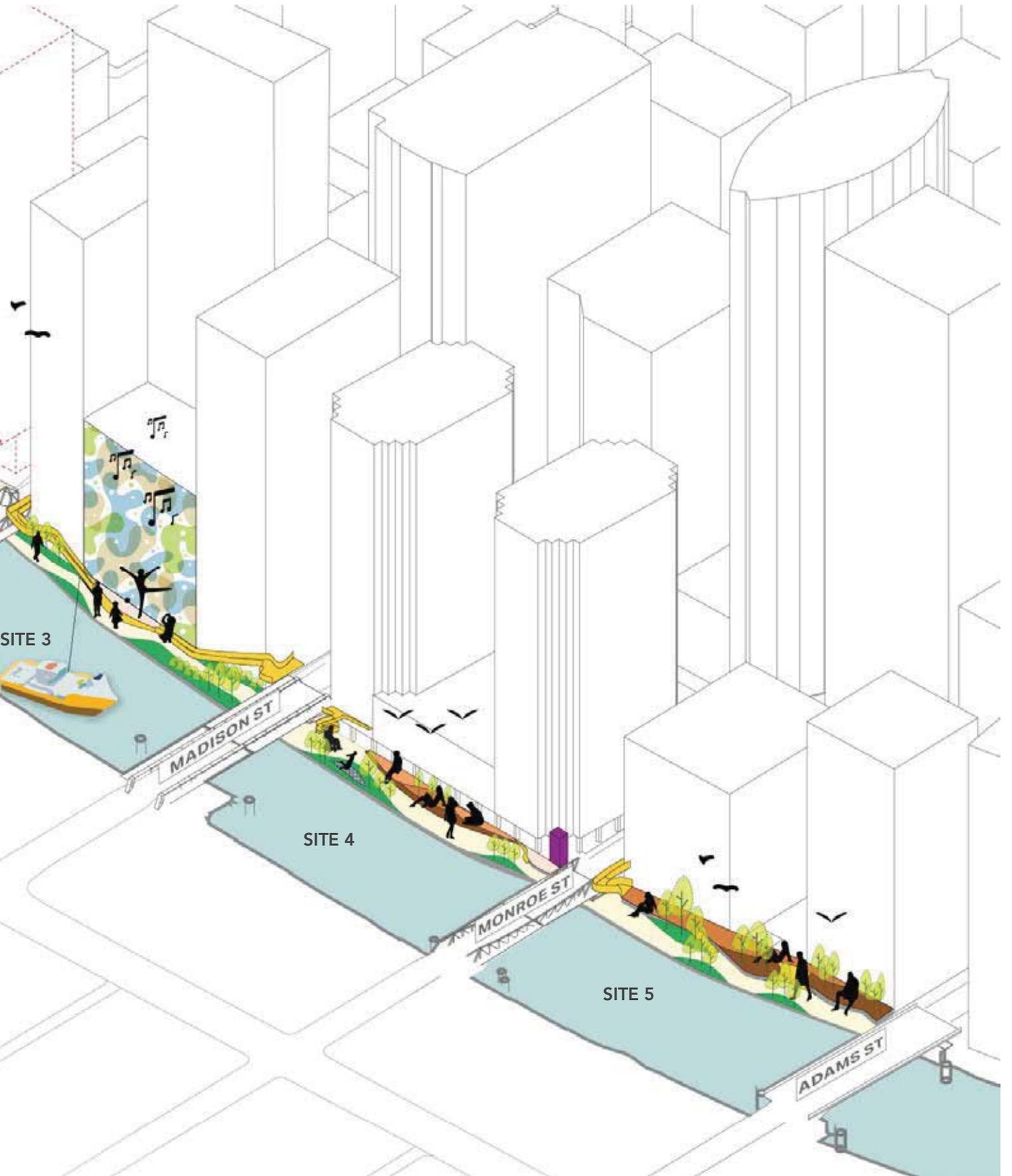
## SITE 3 (WASHINGTON TO MADISON)

The Washington to Madison site contains a two-tier deck with the Civic Opera Building as a backdrop. The distinguishing features of this site include two dramatic staircases, one off Washington Street and the other off Madison Street, converging at the central portion of the riverwalk. Due to their length, these are assumed to be framed in steel with concrete steps.

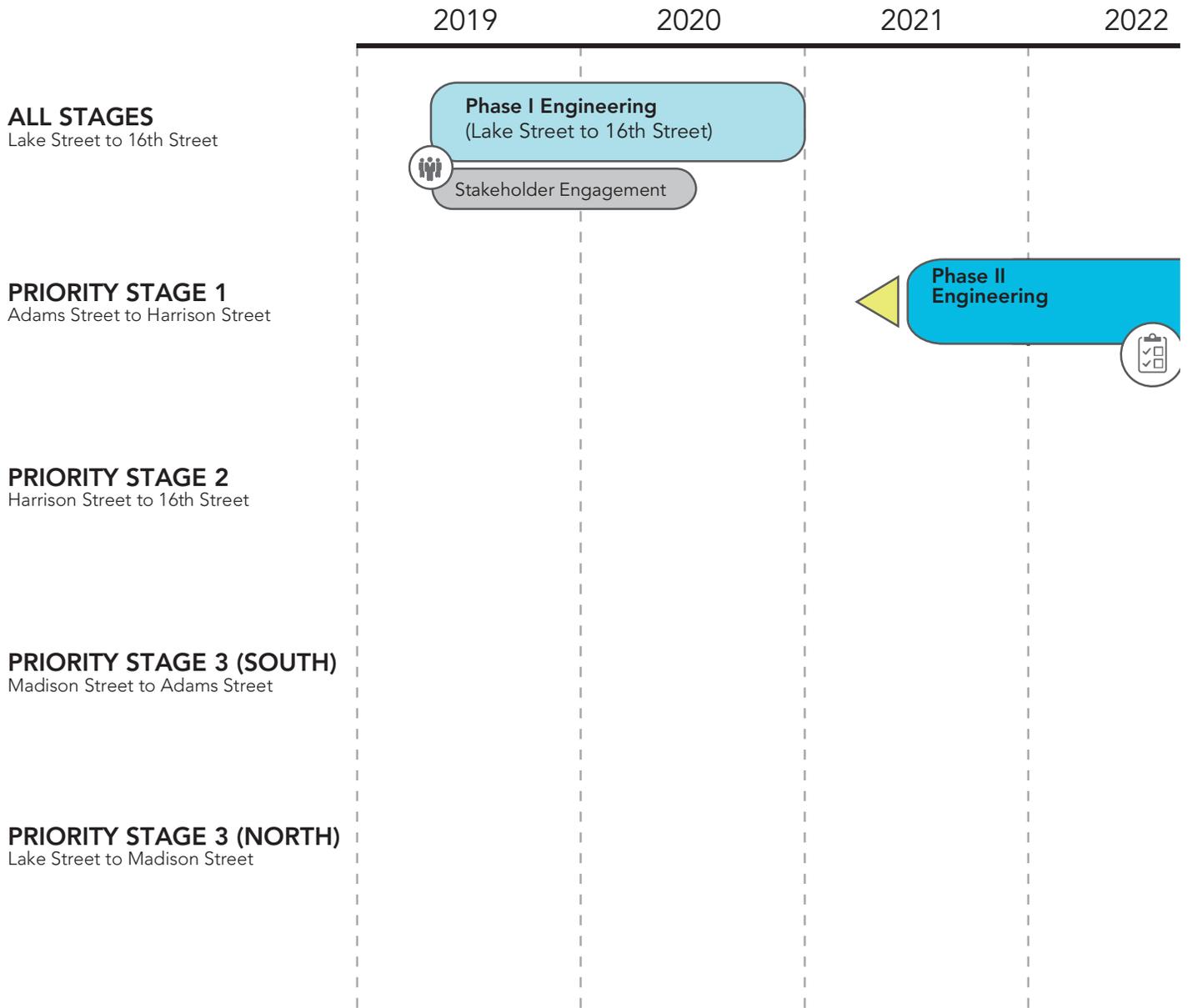
## SITES 4-5 (MADISON TO ADAMS)

Sites 4 and 5 between Madison and Adams utilize massive undulating wooden planes assumed to be constructed with teak planks laid on structural walls of varying heights. Staircases leading up to street level occur on the south sides of Madison and Monroe with a bridgehouse converted to contain an elevator at Monroe. The wooden landforms at both sites provide elevation changes and organic, continuous benches. Site 4 features a dynamic seating component where users can feel engaged with the water.



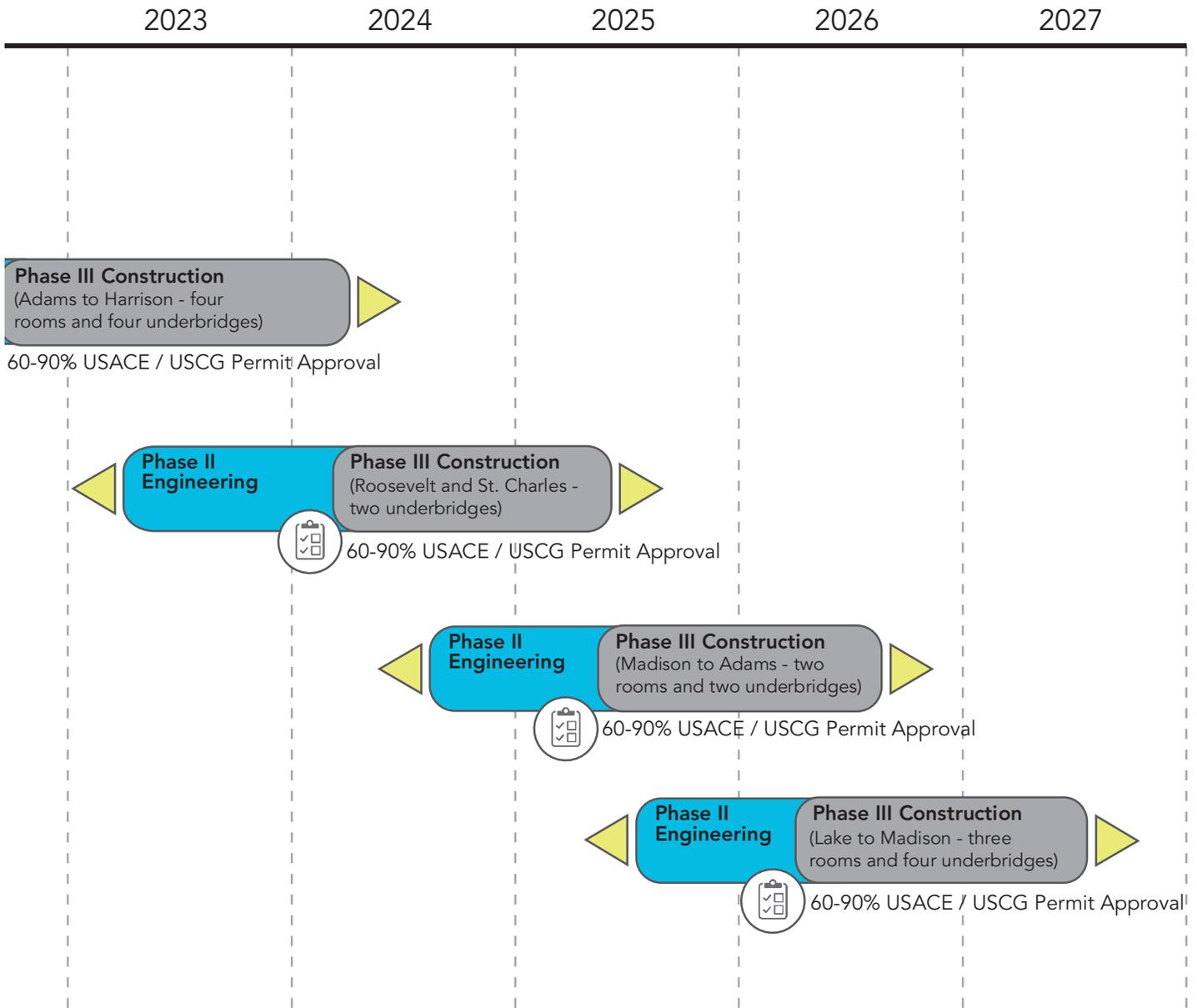


# PROJECT PHASING



◀ ▶ Schedules are subject to revision based on funding availability and coordination with adjacent property owners

\* Assuming city or state funding only (one year to be added to engineering schedule to comply with federal regulations if any federal funds are used)



# WORKS CITED

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## IMAGE SOURCES

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FH Brundle (84)

India Mart (84)

CDOT (94-95)

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Metropolitan Planning Council

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**r\_b arc** Ross Barney Architects   **site** Site Design Group Ltd.

**EDI** Environmental Design International Inc.

IN COORDINATION WITH:

**Volpe** USDOT Volpe National Transportation Systems Center

**FINAL DRAFT**



# 07

## APPENDIX

Includes additional documentation of analysis related to the development of the South Branch Riverwalk Implementation Plan.