

**Request for Proposal (“RFP”)
To Develop and Operate the Chicago Riverwalk
Specification No. 126330**

Required for use by:

CITY OF CHICAGO
(Department of Fleet and Facility Management - 2FM)

Issued by:

CITY OF CHICAGO
(Department of Procurement Services)

**ONE (1) ORIGINAL AND THIRTEEN (13) COPIES AND TWO (2) CD-ROMS AND ONE (1)
REDACTED CD-ROM OF THE RESPONSE TO BE SUBMITTED**

All of the responses must be addressed and returned to:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
City Hall-Bid & Bond-Room 301
121 N. LaSalle Street
Chicago, Illinois 60602

**Pre-submittal Conference will be held on August 20, 2014, 10:00 a.m. Central Time, City Hall,
Room 1103, 121 North LaSalle Street, Chicago, Illinois 60602**

**Responses must be received no later than 4:00 p.m. Central Time, on
September 30, 2014**

Respondents that download a proposal from the City of Chicago's website: www.cityofchicago.org/bids, instead of obtaining the hard copy paper proposal from the City of Chicago's Bid and Bond Room, are responsible for checking the City of Chicago's website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the City's website will not relieve the Respondent from being bound by any additional terms and/or conditions in the clarification and/or addenda. The city will not be responsible for a bidder's failure to consider additional information contained therein in preparing the proposal. If the proposal is downloaded from the City of Chicago's website instead of picking it up in a hard copy paper form from the City of Chicago's Bid and Bond Room, the Respondent must contact the city of Chicago, Department of Procurement Services, Bid & Bond Room by email at bidandbond@cityofchicago.org, referencing Specification No. 126330 to register Respondent's company as an RFP document holder, which will entitle Respondent to receive any future clarifications and/or addendum related to this RFP. Any harm to the Respondent resulting from such failure to obtain all necessary documents will not be valid grounds for a protest against award(s) made under this RFP.

**RAHM EMANUEL
MAYOR**

**JAMIE L. RHEE
CHIEF PROCUREMENT OFFICER**

Edward Anderson, Senior Procurement Specialist (312) 744-6118

CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT
REQUEST FOR PROPOSALS TO DEVELOP AND OPERATE THE CHICAGO RIVERWALK
AUGUST 6, 2014

The City of Chicago ("City") Department of Fleet and Facility Management ("2FM" or "Department") invites the submission of proposals by real estate developers with the qualifications and expertise necessary to develop, promote and operate the Chicago Riverwalk ("Riverwalk"), a world class mixed-use urban development and park. More specifically, the City is looking for Proposals to address the operations and maintenance of the park as well as the development, operation, and maintenance of the commercial retail. It is the City's goal that revenues from operation of the Riverwalk and associated facilities will be sufficient to service the \$98.66 million loan from the U.S. Department of Transportation to the City for improvements to the Riverwalk. That loan bears a fixed rate of interest at 3.34% and is to be repaid serially through January 1, 2048.

For the purposes of this request for proposals ("RFP"), "Commissioner" refers to the Commissioner of 2FM. "Respondents" or "Proposers" mean the persons, including firms, associations and individuals, which submit replies to this RFP. The documents submitted will be referred to as "Responses" or "Proposals." "Developer" means the entity to which an agreement is awarded pursuant to this RFP; that agreement is referred to as the "Agreement." References to the Municipal Code of Chicago are abbreviated "MCC."

The goal of the City's Riverwalk development is to create a multi-seasonal entertainment and recreation destination that will appeal to all ages along the South Bank of the Chicago River, from the Lake Street Bridge on the west to the Lake Shore Drive Bridge on the east. The City currently intends to award one contract to a Respondent (which may, but is not required to be, a venture of some combination of firms specializing in real estate development, property or facilities management, outdoor advertising management, and/or concessions operations) that will assume complete responsibility for the commercial build-out, leasing, programming, marketing and operation of the Riverwalk. Maps and site descriptions of the development areas are shown in Attachment A to this RFP.

Respondents that are able to demonstrate experience and expertise in the development and operation of financially sustainable special urban assets or parks are encouraged to respond to this RFP. Proposals that include development ideas that support the goal of creating a publicly accessible and financially self-sustaining linear park will be well-received. However, proposals that would require redesign of the basic infrastructure (e.g. seawall, Wacker Drive supporting columns), that would call for residential developments, or that would restrict public access to the Riverwalk will not be accepted.

Respondents must submit one (1) original, thirteen (13) paper copies, and two (2) electronic copies of the Proposal on CD in .pdf format on two (2) separate CD-ROMs. An optional redacted CD-ROM will be an additional copy and must be labeled "Redacted CD-ROM." The original Proposal must be clearly marked as "ORIGINAL" and on all documents requiring a signature, must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in sealed envelopes or boxes.

Deliver your Proposals to:
City of Chicago
Department of Procurement Services
Bid and Bond Room, 301 City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Edward Anderson

**Proposals Submitted in Response to This RFP
Will Be Accepted Until:**

4:00 P.M. CDT, Thursday, September 30, 2014.

**Late proposals will not be considered for
selection and will be returned to you unopened.**

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Please read the following instructions carefully and check your RFP package to ensure that you have all of the following sections and attachments.

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NOTE:

- **All dimensions and configurations shown in Attachment A are approximate and subject to change and are provided solely for informational purposes.** Field verification by Developer will be required prior to undertaking any design or construction work.
- The various attachments include standardized contract terms which have not been rewritten for this RFP: references to "Bidder" or "Proposer" refer to "Respondent;" "Contractor" refers to "Developer."

A. THE CHICAGO RIVERWALK

Mayor Emanuel believes that the Chicago River and adjacent land offers opportunities for the City to enhance residents' and visitors' enjoyment of Chicago. The Mayor envisions a mix of recreational, cultural, entertainment, restaurant and retail facilities along the Chicago River, creating a vibrant Riverwalk used by residents and visitors alike.

It is the intent of the City to develop the entire area along the South Bank of the Chicago River, from the north side of Lake Street to the east side of Lake Shore Drive, collectively referred to as the "Riverwalk," as a cohesive, linear, publically-accessible open space supported by commercial retail. Maps and site descriptions of the development areas are attached as Attachment A; as a convenience an orienting diagram of the area is provided below.



1. Project Background

The Chicago Riverwalk is a long-awaited urban asset and park that has been in development since the reconstruction of Wacker Drive in the 1990's. The Riverwalk will run along the south bank of the Main Branch of the Chicago River from Lake Street to Lake Shore Drive. The first section of the Riverwalk was completed in the 1990's, along the River between Michigan Avenue and Lake Shore Drive, with an additional section completed in 2009 from Wabash Avenue to Michigan Avenue. It is a pedestrian path to the Lakefront Trail with a few concessionaires currently operating from semi-permanent structures. Despite the access challenge due to the vertical separation between upper Wacker Drive to the Riverwalk, the linear park is heavily used by joggers and bicyclists as well as tour boat patrons. It is intersected by Michigan Avenue and State Street. It is within a short walking distance of Millennium Park and the Theater District and is accessible from Navy Pier. Its neighbors include successful hotels, such as the Trump, Langham, Hyatt, and Swissôtel, and it is across a bridge from the House of Blues concert venue. The Riverwalk is also adjacent to the City's central business district and vibrant River North entertainment district. Friends of the Chicago River operates a museum within the southwest tower of the Michigan Avenue bridge. There are also world-famous architectural tour boat operators, one of which launches from the Riverwalk itself.

During the reconstruction of East-West Wacker Drive, the roadway was reconfigured to allow greater public access to the River. The City received Congressional approval to redefine the navigational channel allowing the build-out of the path under each bridge and between each bridge in order to extend the Riverwalk as one contiguous asset from the Lakefront Trail to Lake Street.

The Chicago Park District has been managing retail vendors on the completed section of the Riverwalk between Lake Shore Drive and State Street since 2009. Their program has shown steady growth in revenues each year. A statement of gross revenues generated from sales in 2013, as reported by the Chicago Park District, is attached as Attachment B. The Chicago Park District's Right of Entry expires December 31, 2014. The existing retail vendors will not continue after 2014 through the Park District program, but may continue in 2015 under a short term concession license issued by the City, and may ultimately continue under the purview of an Agreement awarded pursuant to this RFP.

Design engineering and construction financing for the initial development of the area has been obtained from the US Department of Transportation (“USDOT”) through the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) for the remaining portion of the Riverwalk along the south bank of the River from Lake Street to State Street. Construction of this new amenity is expected to be substantially completed in 2016. The new build-out will permit a continuous riverside pedestrian trail from Lake Street (near the commuter rail stations) all the way to Lake Shore Drive and the Lakefront Trail System, including Navy Pier to the east. The TIFIA loan is to be repaid from revenues derived from the Riverwalk from Lake Street to Lake Shore Drive, as well as revenue from two existing tour boat docking locations. The TIFIA loan is a taxable borrowing and is not subject to the limitations on Qualified Management Contracts, or private use, that are inherent in projects financed with tax-exempt debt.

The Department of Fleet and Facilities Management (“2FM”) will provide oversight of the entire Chicago Riverwalk asset, including existing segments and segments under construction and to be constructed by the Chicago Department of Transportation (“CDOT”). 2FM seeks a developer/manager to create a multi-seasonal entertainment and recreation destination at the Riverwalk, providing a variety of commercial development and programming options. The City is seeking a mix of commercial uses that will be appropriate for and appeal to a wide variety of age groups, including retail, dining, concessions, as well as cultural and entertainment facilities. Other ideas that would enhance the use and enjoyment of the Chicago River may be proposed, bearing in mind the City's goals for financial sustainability. Respondents should be mindful of the Riverwalk Guiding Principles identified in the attached Attachment C.

2. Infrastructure Project

Overall plans for the build-out were completed as part of East-West Wacker Drive Reconstruction in the 1990's. The United States Congress approved redefining the navigational channel by twenty feet under each bridge and twenty-five feet between each bridge, except for Franklin to Lake Street where fifty feet was approved. Lower Wacker Drive is the southern boundary.

No expansion to the build-out limits into the River or Lower Wacker Drive will be entertained. The footprint is presented in Attachment A. Construction funded by the USDOT through a TIFIA loan is scheduled to be complete in 2016. The TIFIA Loan Agreement is included as Attachment F. The new build-out will connect to previously-built phases and allow an uninterrupted riverside pedestrian path from Lake Street all the way to the Lake Front Trail.

The new sections of the Riverwalk are expected to come on-line in phases:

- Phase 1 (Lake Shore Drive to State Street) is complete and has a concession program managed by the Chicago Park District. 2FM does not intend to extend the Park District program beyond December 2014 but may retain some of the individual concession operators on a temporary basis into 2015.
- Phase 2 (State Street to LaSalle) is currently under construction with anticipated substantial completion in December 2014 and landscaping completion in the spring of 2015.
- Phase 3 (LaSalle to Lake Street) is currently in design and is expected to be in construction later this year with anticipated completion in 2016.

The infrastructure project includes the addition of wider plazas, plaza-level underbridge connections at each bridge, ADA access ramps from Upper Wacker Drive to the plaza level of the Riverwalk, lighting, landscaping, outdoor seating, public restrooms and docking areas.

Underbridges will provide a continuous path beneath each bridge on the Main Branch of the River. The underbridges have canopies that will not only provide overhead protection but also reflect the River and the pedestrians.

3. Riverwalk Vision: Space and Design Development Opportunities.

Overview and Phase 1

An overview map of the project is shown in Attachment A, page 3.

Phase 1, from State Street to Michigan Avenue, has been completed since 2009. The area east of Michigan Avenue to Lake Shore Drive was completed in the 1990's. It includes tour boat docking, the McCormick Tribune Bridgehouse Museum, the Vietnam Veteran's Memorial including the space adjacent to both sides of the Wabash bridge, an access ramp used by emergency vehicles and bicycles at the Wabash Bridge, and open parkland east of Columbus Drive. Attachment A, page 5 shows developable space between Wabash and Michigan. This area is currently part of the Park District program and has been activated by O'Brien's restaurant. Page 6 shows developable space between State and Wabash which originally was intended to be a food and beverage concession for both the Riverwalk level and the Upper Wacker plaza. Bike Chicago is operating from both the upper plaza elevator kiosk and from Riverwalk level space under the Park District contract. Construction of additional permanent structures/buildings may be proposed in the Phase 1 area.

Phase 2 is currently in construction and Phase 3 is currently in design, with construction expected to begin in 2015. The City's concept for design for Phases 2 and 3 of the Riverwalk was to take advantage of the movable bridges dividing each block to create distinct rooms based upon a variety of river typologies. It is the City's expectation that Phases 1 and 2 will be actively programmed for the 2015 summer season by the selected Developer and Phase 3 vendors will be identified and in operation for the 2016 summer season.

An overview diagram of Phases 2 and 3 is provided in Attachment A, page 4. Pages 7 to 18 show renderings of Phase 2 and 3 along with areas for development. However, the City will entertain proposals that suggest other concepts and opportunities to maximize the potential of the entire Riverwalk footprint.

Phase 2: currently under construction.

The Marina Plaza, between State Street and Dearborn Street, is the connection between the existing formal Vietnam Veteran's Memorial and the Riverwalk to the west. The design accommodates a variety of uses, from a lunchtime break to enjoy a sandwich by the River's edge, to an evening out with friends after a day of work. Features of the Marina Plaza include public seating areas to watch the River, retail space to accommodate a future concession in the area beneath Upper Wacker, and docking opportunities for motorized recreational vessels. A concept illustration is shown in Attachment A, page 7.

The Cove, between Dearborn Street and Clark Street, is less formal than the Marina and provides a great area for recreation. Landscaping becomes more native and surfaces gently slope towards the waterway. This beach-like setting is a great location for human powered craft from throughout the Chicago Waterway system to recreate safely in a prime downtown location. Features of the Cove include public seating areas to watch the River and retail space to accommodate a concession operator in the area beneath Upper Wacker. A concept illustration is shown in Attachment A, page 9.

The River Theater is the midway point of the build out, between Clark Street and LaSalle. A ramp is carved into the steps down to the waterway, providing access between Upper Wacker Drive and the Riverwalk. Growing from the steps is an urban forest which will provide shade to those sitting in the River Theater. In addition to providing shade, the trees will create an interesting effect for pedestrians and motorists on Upper Wacker Drive. Proposals that include docking of water taxis, a restaurant boat or other boat programming will be considered. A concept illustration is shown in Attachment A, page 11.

Phase 3: construction anticipated 2015-2016.

The City's current plan for Phase 3 is summarized below. Because construction has not yet begun, the design of these blocks is not completely finalized as of the date this RFP is issued. Respondents may propose other ideas within the parameters of the planned seawall locations and underbridges, provided they offer a significant economic advantage to the City and can be completed within the required schedule. However, a continuous eight-foot wide ADA-accessible walkway must be maintained along the entire Riverwalk.

The Water Plaza, between LaSalle Street and Wells Street, will provide a great area for recreation. Children of all ages can play in the proposed zero-depth fountain. Features of the Water Plaza include public seating areas to watch the River and concession space in the area beneath Upper Wacker to accommodate a family-friendly concession. A concept illustration is shown in Attachment A, page 13.

The Jetty, between Wells Street and Franklin Street, is a location for learning about the ecology of the River. Floating gardens and piers for fishing will occupy this area. Rather than providing permanent concession space, the area beneath Upper Wacker will be more flexible and open so that during the day it can be arranged like a classroom to accommodate lectures and other programmed educational opportunities. The venue will allow schoolchildren to learn about the important natural resource that is the Chicago River. The City intends to work with educators and institutions like the Shedd Aquarium, Lincoln Park Zoo, and Friends of the River to develop a curriculum for this site. However, when the school day, or camp day, is over, this site will be available for privately catered events. A concept illustration is shown in Attachment A, page 15.

The Boardwalk between Franklin Street and Lake Street is the least designed section of the Riverwalk. It is also the longest block with the greatest land area for development. The design of the area has been left very basic to allow for creative development ideas to maximize opportunities at this location. Respondents may propose creative development ideas for the space between the seawall and Lower Wacker, however, docking of boats will not be allowed in the Boardwalk. Please note that any development ideas for the Boardwalk must, at a minimum, provide for very significantly increased revenues for the City. A concept illustration of the Boardwalk as it is planned to be constructed is shown in Attachment A, page 17.

The City realizes that in order for these sites to be successful, a loading, storage and staging area for vendors and facility operations is required. There are two locations, identified in Attachment A on page 26 and 27. Vendors east of LaSalle Street will be able to use Location 1 at Wabash and Lower Wacker while vendors west of LaSalle Street will be able to use Location 2 at between Franklin and Lake Street on Lower Wacker.

Development Plan

2FM will oversee the operation of the Riverwalk and is looking for a qualified developer/manager to first assist the City in developing and finalizing a Riverwalk Development Plan, and then to implement and manage the tasks within that plan, as described in greater detail in Attachment K, "Scope and Expectations for Development/Management."

It is the City's desire to have the Riverwalk actively programmed as soon as the space becomes available. Ideally, vendors can be operating in Phases 1 and 2 as early as the summer of 2015, potentially under a temporary plan due to the short lead time, and the rooms within Phase 3 should be active during the summer of 2016. The Boardwalk has the largest footprint and the most development potential; thus developing the highest and best uses for the space for the long term will take time. However, the City expects Proposers to provide an interim plan to program the Boardwalk while the development plan is finalized, approved and permitted. An interim plan for any part of the Riverwalk could include temporary vendors, similar to the Park District's programming of the Riverwalk from 2009-2014, food trucks, and recreational games or other pop-up type installations while a final option may include permanent structures/buildings. Proposals that include well-conceived interim options and thoughtful, creative final options for the Boardwalk are encouraged.

4. Riverwalk Revenues and Plan of Finance

The City intends that the Riverwalk will be financially self-sufficient and not require taxpayer support on an ongoing basis. That City has secured low cost financing for construction, entered into long-term contracts for tour boat operations, and is now seeking a qualified entity to develop, manage, and operate the Riverwalk. Riverwalk revenues (other than those the City is reserving to itself) will be used to compensate the Developer for its costs, fees and profits. The excess funds will be remitted to the City which will in turn use those revenues to pay debt associated with construction of Riverwalk.

The City entered into a loan agreement (see Attachment F) with USDOT on June 12, 2013 in the amount of \$98,660,000 to finance construction of a portion of the Riverwalk project. Under the terms of that financing, the City will draw funds to pay or reimburse construction costs for Phases 2 and 3 of the Riverwalk. It is expected that build out of concession improvements and related facilities, to the extent required, will be borne by the selected Respondent, tenants, licensees, or operators of the Riverwalk.

The USDOT loan was made pursuant to the TIFA program that is designed to fill market gaps and leverage private co-investment by providing supplemental and subordinate capital at attractive interest rates. The TIFIA program requires that the City pledge user fees and other revenues to repayment of the loan. Payments are to be made on January 1 and July 1 of each through January 1, 2048 at a fixed rate of interest of 3.34%.

The City has pledged several revenue streams to repayment of the TIFIA loan. These revenues fall into three general categories: revenues that the City expects to contract for directly and revenues that the City intends the selected Respondent to be primarily responsible for. However, many of revenues the City expects to contract for could be contracted for by either or both parties, depending upon the responses to this RFP and the comparative advantage of each party in contracting such services.

Revenues the City Expects to Contract for Directly

Tour Boat Operators

Tour boat docking fees will be collected and managed by the City. There are two tour boat operators licensed to operate from City property on the Riverwalk and nearby whose license fees will be used to repay the TIFIA loan:

- Mercury Skyline Yacht Charters, Inc. / Mercury Sightseeing Boats, Inc. operates seven boats from a 737 foot location with three passenger docks on the south bank of the River, east of the Michigan Avenue bridge and west of the Columbus Drive Bridge. The Chicago Architecture Foundation tour boat/Chicago's First Lady Cruises are operated by Mercury.

- Wendella Sightseeing Company operates eight boats from a non-contiguous location on the north bank of the River, 119 feet west of the Michigan Avenue Bridge, and 65 feet at the Rush Street dock. Note that this is across the River from the Riverwalk project.

Both operators have a license with a ten year term with eight five-year extension options; the initial term for both licenses will expire in 2023.

Also operating in the area, but not paying license fees to the City, is Shoreline Sightseeing, which operates an architecture tour and Water Taxi from privately held land on the north bank of the River between Michigan Avenue and Columbus Drive, as well as several other operators based at Navy Pier.

The City will entertain proposals that involve additional commercial boat operations in other locations, consistent with the docking plan shown on page 28 of Attachment A. Any additional commercial boat operations must vary significantly from the Mercury and Wendella operations described above.

Advertising revenues from kiosks on Wacker Drive and other roadways adjacent to the Riverwalk

The City seeks to integrate Riverwalk advertising opportunities with the City's other municipal marketing activities (i.e. the existing contracts for operation of its bus shelters, Chicago Digital Network, Big Belly receptacles and Divvy bike share stations, and related activities that may exist in the future) produce better financial, operational and policy outcomes for the City.

Therefore, the City intends to manage the advertising assets within and adjacent to the Riverwalk. Twenty-six locations have been identified for potential advertising opportunities, with eleven positioned along Upper Wacker Drive near the stairs to the plaza level to the Riverwalk, "kiosks" as defined in MCC 2-32-1300, and thirteen at the Riverwalk plaza level. The locations are at entry and exit points as well as high pedestrian traffic locations along the Riverwalk; two of the kiosk locations are identified east of Michigan Avenue. Other locations or alternative locations for advertising along the riverfront or upper Wacker Drive along the River may be considered.

Respondents that have a compelling advertising proposal that offers predictable and sustainable revenue streams should present those ideas for consideration.

All advertising must comply with the City's guidelines for Riverwalk advertising; see Attachment E, which may be revised during the life of an Agreement awarded pursuant to this RFP. One ad impression in eight must be reserved for City use without charge for public service announcements.

Sponsorship revenues for events, programs or initiatives at the Riverwalk

The City may enter into sponsorship agreements affecting various areas of the Riverwalk. Such sponsorships may include advertising exclusivity provisions such that only the sponsor's brand of a given product may be advertised within certain areas of the Riverwalk. The City will coordinate the marketing of sponsorship opportunities with the successful Respondent as necessary to avoid conflicts.

Respondents that have a compelling sponsorship proposal that offers predictable and sustainable revenues stream should present those ideas for consideration.

Naming rights to all or portions of the Riverwalk

The City has offered naming rights to key City assets or services in the past, including the Divvy bike share system. To best coordinate naming rights opportunities across a broad spectrum of City assets,

the City will retain the right to solicit naming rights for all or portions of Riverwalk. The City will coordinate such efforts with the successful Respondent as necessary to avoid conflicts.

Respondents that have a compelling naming rights proposal that offers predictable and sustainable revenue streams should present those ideas for consideration.

Revenues the City Expects the Successful Respondent to be Primarily Responsible for

Retail, Food & Beverage, and other Concessions Revenues

Concessions revenue, whether from leasing or licensing retail space within the Riverwalk, will be the responsibility of the Developer. Attachment A shows the sites the City has identified for concessions operators. A key role of the Developer will be to complete tenant/operator improvements and lease or license the space to assist the City in achieving the highest and best use of the facilities. Respondents are welcome to propose and suggest additional areas for tenants to operate not identified in Attachment A provided they are consistent with the Guiding Principles of the Riverwalk described in Attachment C.

Please note the Chicago Park District concessions management program included a number of temporary installations, described below under Existing Tenants and Concessionaires. The vendors who were more successful had more permanent facilities. The City welcomes proposals that use the limited available space to its highest and best use. Development proposals that are creative and illustrate a number of recreational, food and beverage, cultural, and educational amenities will be well-received.

Special Event and other Temporary Rental Revenues

Developer will be responsible for revenue from special events rentals and other revenues from temporary lease of space within the Riverwalk or use of City-owned docks and slips adjacent to the Riverwalk. Temporary uses may be subject to approval by 2FM and temporary uses by the City including but not limited to City-sponsored educational events in the Jetty block.

Recreational Docking

Recreational Docking revenue will be the responsibility of the Developer. The Chicago Park District's harbor system is one of the largest in the county. There are nine harbors with accommodations for docking more than 5,000 recreational boats along the Lake Front. The Riverwalk is a potential destination for these boats and docking amenities are planned at two specific areas of the Riverwalk in addition to the Mercury Skyline Yacht Charters dock described below. A docking map is included in Attachment A, page 28. Proposals that including docking of recreational boats will be well received. Although the City recognizes docking revenues will likely be lower than other revenue sources, allowing recreational boats to dock will bring more customers to the retail sites within the Riverwalk and is among the Guiding Principles of the Riverwalk. The City is also open to developing a docking valet or additional recreational boat docking sites with the Developer.

Other Revenues

Note that while almost all of the revenues listed above are specifically pledged to repayment of the TIFIA debt, nothing precludes repayment of the TIFIA debt with other sources of funds. Therefore, the City will entertain proposals that identify other possible revenue sources, provided that they are predictable, financially sustainable, and are consistent with the overall vision for the Riverwalk.

Respondents may propose a range of revenue-producing operations for consideration by the City. The TIFIA debt is not tax-exempt nor must it comply with the limitations on Qualified Management Agreements, use of funds or other constraints inherent in tax-exempt financing.

4. Existing Tenants and Concessionaires

There are six existing Riverwalk concessionaires and one tenant, all in the Phase 1 area. Only the Friends of the Chicago River Bridgehouse Museum, located in the bridgehouse at the Michigan Avenue bridge, will be a holdover tenant; their lease is for another eight years and may optionally be extended for an additional ten years. The rent, a nominal amount as with various other cultural institutions leasing and improving City property, will continue to be collected by the City. Developer is expected to coordinate with and help promote Bridgehouse Museum events and will be required to maintain exterior areas around the Museum. A list of existing tenants/concessionaires may be found in Attachment D.

There is nothing that precludes developers from working with the existing Chicago Park District vendors, however new agreements are required and expected to be economically advantageous. The City is also interested in the Respondent's plan to engage MBE, WBE, BEPD and ACDBE vendors to participate in the program as is explained more thoroughly in the Diversity requirements outlined in Section C.4 of this RFP.

5. Sustainability

Many steps have been taken to help ensure that the Riverwalk project will have a positive effect on the environment and take steps to rebuild the natural habitat of the Chicago River. The following list is a sampling of some of the sustainable practices being implemented in the design and construction. To ensure continued success, there must be a conscious effort to keep sustainability at the forefront of the Riverwalk experience. Respondents must include sustainable practices they will utilize in the maintenance and operations of the Riverwalk in their proposal.

- A variety of native plants will be reintroduced and used in the landscaping, attracting native animals and minimizing maintenance needs.
- A rainwater collection system will be tied into the irrigation system to water sections of new landscaping.
- Existing architectural elements are being salvaged for future use and for reincorporation back into the project.
- Concrete and aggregate that are being removed will be recycled and used to fill in other new areas.
- Elements of the existing seawall will be incorporated into the structural stability of the new seawall.

B. SUBMISSION, SELECTION AND CONTRACTING PROCEDURES

Respondents that are able to demonstrate experience and expertise in the development and operation of special urban assets are encouraged to respond to this request for proposals ("RFP").

1. Schedule

The City has adopted the following schedule for the submittal of proposals in response to this RFP:

August 6, 2014	Issuance of the RFP
August 20, 2014	Pre-Proposal Meeting
August 22, 2014	Deadline for written questions
September 30, 2014	Due Date for Proposals

2. Deadline and Procedures for Submitting Proposals

- (a) Proposals must be received by the Bid and Bond Room no later than 4:00 p.m. Central Time on Tuesday, September 30, 2014.

(b) The City may not accept Qualifications that are not received by the date and time set forth in (a) above. Only the City's Chief Procurement Officer, at her sole discretion, will determine whether to accept a Proposal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the deadline will not excuse the Respondent from the deadline requirement of this RFP. Hand-carried Proposals must be received in the depository located in the Bid and Bond Room. The actual time of the receipt of all Proposals to this RFP will be determined solely by the clock located in the Bid and Bond Room. It is the Respondent's sole responsibility to ensure that the Proposal is received as required.

(c) The Proposals must be delivered to the following address:

Jamie L. Rhee, Chief Procurement Officer
Department of Procurement Services
Bid and Bond Room
Room 301, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Edward Anderson

(d) Respondents must submit one (1) original, thirteen (13) paper copies, and two (2) electronic copies of the Proposal on CD in .pdf format on two (2) separate CD-ROMs. **The redacted CD-ROM will be an additional copy and must be labeled "Redacted CD-ROM."** The original Proposal must be clearly marked as "ORIGINAL" and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. Respondent must enclose all documents in sealed envelopes or boxes.

(e) The outside of each sealed envelope or box must be labeled as follows:

Proposal Enclosed
Request for Proposals to Develop and Operate the Chicago Riverwalk
Specification No. 126330
Due: 4:00 p.m. Central Time, September 30, 2014
Submitted by:
(Name of Respondent)
Package ____ of ____

The City's opening of Respondent's sealed envelope(s) or package(s) containing a Proposal shall neither be deemed nor constitute acceptance by the City of Respondent's Proposal. The City reserves the right to open and inspect all such sealed envelope(s) or package(s), regardless if the same were submitted by the due date and time specified herein, for any purpose, including without limitation, determining the particular RFP to which Respondent has responded, determining if a Proposal was submitted by the date and time specified in this RFP, and in order to determine a Respondent's return address.

4. Transparency

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 RFP Proposal."
3. Provide a CD-ROM with a redacted copy of the entire Proposal or submission in .pdf format for posting on the City's website. It must be labeled "Redacted CD-ROM." 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 CD-ROM with 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.

5. Pre-Proposal Meeting

2FM, in conjunction with the Department of Procurement Services ("DPS"), will conduct a pre-proposal meeting on August 20, 2014 at 10:00 A.M. CDT at Room 1103 City Hall, 121 North LaSalle Street. All interested parties are welcome to attend. City representatives will describe the program and answer questions; a brief tour of the riverfront will follow. To the extent that any questions raised are, in the City's sole opinion, material to the RFP, a written addendum to this RFP will be issued subsequently by DPS. Respondents are to rely solely upon this RFP and any subsequent addenda in preparing their proposals; statements made at the pre-proposal meeting are not binding upon the City.

Interpretation and Questions Regarding the RFP

Attendance at the pre-proposal meeting is not mandatory. Should you require an interpretation or clarification of the RFP outside of the pre-proposal meeting, you must submit your question(s) in writing to:

Department of Procurement Services
Room 806, City Hall
121 North LaSalle Street
Chicago, Illinois 60602
Attention: Edward Anderson
E-mail: Edward.Anderson@cityofchicago.org

Only written questions will be accepted, and they must be submitted prior to 4:00 P.M. CDT on August 22, 2014. Written answers to the questions, as well as any clarifications, interpretations or changes to the RFP, will be provided in one or more addenda to the RFP. Addenda will be transmitted directly to Respondents that have registered as holders of this RFP on the DPS website and will also be posted on the DPS website. Please be advised that you are not to rely on any explanation, clarification, interpretation, approval or answer made or given in any manner by any representative of the City other than a written addendum to this RFP. You should check to DPS website frequently to check for any addenda.

6. Minimum Qualifications

The standards stated below in this section provide the minimum requirements necessary for a Developer to be found qualified for award of a contract for the development and operation of the Riverwalk by the City. The City, in its sole judgment and discretion, will determine if a Developer meets these requirements based on the Proposals submitted and the City's verification of the statements and facts stated in the Proposals.

Experience

Respondents must demonstrate sufficient experience in the successful development and operation of mixed-use public space to fulfill the requirements of this RFP. If the Developer is a partnership, including a joint venture, or single purpose entity ("SPE") formed specifically to respond to this RFP, then a majority interest of the partners or members of the SPE must demonstrate this level of experience. To the extent that you identify any subcontractors for any aspect of the program in your Proposal, you must also demonstrate each subcontractor's experience in providing the work, services or goods intended. Similarly, any individuals identified in the Proposal as prospective participants in the Developer's program subsequent to award of a contract must also demonstrate sufficient experience to successfully meet the City's requirements.

Capacity

Respondents must demonstrate in their proposals that they have sufficient capacity in resources, whether personnel, finances or otherwise, to meet the requirements of this RFP. As with experience, this requirement extends to any partners or members holding a majority interest in any partnership or SPE must each demonstrate sufficient resources to meet the City's requirements. Subcontractors must demonstrate sufficient resources to perform the requirements designated as their area(s) of responsibility in the Proposal.

Participation by Minority-Owned and Women-Owned Business Enterprises

The City requires that participation in the Riverwalk's development and operation be as diverse and inclusive as the City itself. The participation goals discussed elsewhere in this RFP pertain to each Developer, any construction contractors utilized to finish or otherwise build out space on the Riverwalk, and any contractors used to provide management, operational, or maintenance services for Riverwalk. Respondents must show a good faith effort to meet the overall goals.

The overall goal for participation in any construction work such as build-out will be 24% MBE participation and 4% WBE participation. The goal for participation in all other aspects of development, property management, maintenance and operation will be 25% MBE and 5% WBE. Respondents must show that they have made, or in the case of construction, will make, good faith efforts to meet these goals as further specified in Part C, "Key Business Terms." This must include an MBE/WBE Compliance plan, including completed Schedules C and D, found at Attachment G, and a request for waiver of goals if applicable.

Outstanding Claims and Litigation

Respondents must not be in default or arrearage under any previous or existing contract(s) with the City, the State of Illinois or any political subdivision of the State of Illinois. The City reserves the right to

disqualify any Developer or any constituent entity of a Developer that has pending litigation or claims with the City. If a Proposal includes a subcontractor, sublessee or supplier that has pending litigation claims with the City, the City, in its sole authority and discretion, may determine that such litigation or claims may adversely affect the ability of the parties to work together effectively under the contract contemplated by the RFP and reject the Proposal on that basis.

7. City's Right to Cancel, Reject or Reissue this RFP

The City reserves the right to reject any or all Proposals, to invite new proposals or take such other course of action as the City deems appropriate at the City's sole and absolute discretion. More specifically, the City reserves the right to:

- Waive any informality in any Proposal or proposing procedure.
- Reject or cancel any or all Proposals.
- Reject any portion(s) of a Proposal.
- Reissue the RFP with or without modification.
- Modify the offered space.
- Select multiple Proposals.
- Conduct simultaneous, competitive negotiations with two or more Respondents.
- Negotiate all Proposal elements.

Any one or more of the following causes may be considered sufficient for the reject of a Developer's Proposal regardless of Developer's qualifications with respect to the other Evaluation Criteria set forth in Section E below; this list of causes is not exhaustive, and the City reserves the right to reject any Proposal in its sole and absolute discretion:

- Evidence of collusion among Respondents.
- Non-responsibility as determined by the City in its sole judgment and discretion.
- Default or arrearage on any contract or obligation with the City or other government entity, including debt contract, as surety or otherwise.
- Submission of a Proposal that is incomplete, conditional, ambiguous, obscure or containing alterations or irregularities of any kind.
- Submission of a concession, attraction or programming concept determined by the City, in its sole discretion and judgment, to be inconsistent with the goals and objectives of the Riverwalk program.
- Evidence of improper lobbying efforts toward members of City Council and/or officers or employees of the City.
- Failure to comply with the terms and conditions of this RFP.

8. Withdrawal of Proposal(s)

Proposals may be withdrawn by written request to DPS prior to the due date and time. Any withdrawal does not preclude the timely submission of another Proposal. After the due date, no Respondent will be permitted to withdraw its Proposal for a period of 275 calendar days.

9. Consent to Review and Verification

The City's determination of a Respondents' responsibility, responsiveness and qualification will be based on information provided by the Respondent in its Proposal, including its Economic Disclosure Statement and affidavits (if and as requested by the City), interviews (if any) and other sources that the City deems pertinent to the assessment and verification of the information provided by the Respondent. A contract

will not be awarded until the City has completed such assessment and verification. By submitting its Proposal, Respondent agrees to permit and cooperate with any such assessment and verification.

10. Interviews of Respondents

The City may, at its discretion, schedule one or more interviews with any Respondent to discuss specific issues related to a Proposal. The City will determine the dates and times of such interviews and Respondents will be given reasonable notice.

11. Costs of Proposals

All costs incurred by Respondents in preparation of its Proposal and participation in the procurement process through the award of a contract, if any, will be borne by the Respondents. The City is not responsible for any Developer costs associated with this RFP.

12. Ownership of Proposals

All Proposals and any supplementary material that may be provided by Respondents or requested by the City will become and remain the property of the City.

13. Award and Execution of a Contract

This RFP constitutes an invitation to Respondents to submit Proposals to the City. By responding to this RFP, Respondents acknowledge and consent to the City's rights and the conditions set forth in this RFP relative to the procurement process and the selection of a Respondent.

The City intends to award a contract to the qualified and responsible Respondent who, in the City's sole judgment, provides the best overall Proposal providing the best concept for utilization of the Riverwalk to the City. The City is not required to select the Proposal with the highest projected compensation to the City or the Proposal that scores highest under the evaluation criteria and may consider combinations of factors in making its decision.

Further, the City is under no obligation to award a Contract or Agreement pursuant to this RFP and, acting through the Commissioner of 2FM, reserves the right to terminate this RFP solicitation at any stage and/or reject any and all Proposals. The receipt of Proposals or other documents, or being the selected Respondent, will in no way obligate the City to enter into any Contract or Agreement of any kind with any party. The City reserves the right to use any other procurement method available under applicable law to meet the requirements described herein.

The City may, at its discretion at any time and for whatever reason, and without liability to the City or any other person, by addendum, modify, amend or otherwise change any part or all of this RFP, or suspending, postponing or cancelling all or any part of this RFP. Each such addendum shall be issued by the City in writing and shall be expressly identified as an addendum to this RFP.

The City reserves the unqualified right, at its sole and absolute discretion, to undertake discussions with one or more Respondent(s), to accept a Proposal without negotiations, and to accept any Proposal or revised Proposal which, in its sole judgment, is most advantageous to the City. The City's decision in these matters may be made at any time during the procurement process. The City reserves the right to waive Proposal informalities, irregularities, or technicalities that it deems immaterial, all in the best interest of the City.

All timely responses to this RFP will be reviewed and evaluated by an evaluation committee appointed by the Commissioner, which will recommend to the Commissioner one or more Respondents for award of a contract. Upon the Commissioner's concurrence with the recommendation, which concurrence is in the Commissioner's sole discretion, the City may request revised Proposals from one or more recommended

Respondents, or may negotiate with one or more recommended Respondents an agreement to develop/manage/operate/maintain the Riverwalk ("Agreement"), subject to approval by the City Council of the City of Chicago ("City Council"). Although the City may negotiate with more than one Respondent, the City intends to award only one Agreement pursuant to this RFP.

The selected Respondent must execute an Agreement, in a form agreed upon by the City and the selected Respondent, prior to introduction of that Agreement to City Council for approval. The Agreement will incorporate provisions of this RFP, the selected Respondent's proposal and/or revised proposal, standard terms and conditions of the City appropriate to the type of agreement to be executed, and other terms and conditions that may be mutually agreed by the City and selected Respondent. However, the negotiation of the Agreement is not an opportunity for Respondent to take exception or objection to any requirement or specification, which it did not take exception to or object to as allowed in this RFP. If the City determines that it is unable to reach an acceptable Agreement with a Respondent, the City may terminate negotiations with that Respondent, and that Respondent will have no claim of any kind, including any right of recovery of costs, against the City. The City may negotiate with any Respondent(s) that the evaluation committee may identify as qualified and recommended, until such time as the City has negotiated an Agreement meeting its needs. The City reserves the right to terminate negotiations and/or cancel this RFP at any time.

Following execution of the Agreement by Respondent, presentation of the Agreement to City Council for approval will be in the sole discretion of the Commissioner.

The City may post information about any Respondent and its proposal on the City's website at any time, and prior to introduction to the City Council, the proposed Agreement.

14. City Council Approval

The award of any Agreement pursuant to this RFP is subject to the approval of City Council. The Agreement will not be binding on the City unless and until approved and ratified by City Council.

15. Disclaimer

The information contained in this RFP, including any attachments, exhibits, appendices and addenda that may be issued, is provided to assist prospective respondents in the preparation of proposals. Respondents should satisfy themselves by personal investigation or such other means as may be necessary with respect to the conditions affecting this opportunity. The information provided in this RFP has been obtained from sources thought to be reliable, but the City and its elected officials, officers, employees, agents and contractors are not liable for the accuracy of the information or its use by prospective respondents.

C. KEY BUSINESS TERMS AND GENERAL CONDITIONS

1. Roles of the Developer and the City

The City intends to award a single contract to a Developer. That Developer will assume complete responsibility for the further commercial development and operation of the Riverwalk, including, without limitation, the commercial development planning, build-out, programming, marketing, licensing, leasing, operation and maintenance of the concessions, attractions, programs and other amenities within the footprint of the Riverwalk (see Attachment A). Some of the City's expectations for the Developer are included in Attachment K, "Scope and Expectations for Development/Management."

2FM will oversee the Developer's activities on behalf of the City and coordinate the Developer's work with other City departments on matters from regulatory compliance and permitting to programming events and other activities. Additionally, the Development Plan, Retail Plan and Facility Management

Plan (outlined in Attachment K) will be subject to the approval of 2FM throughout the term of the Agreement as will all tenants/licensees. Capital improvements will also be subject to the approval of 2FM and require all necessary permits.

As noted above, the City will be responsible for existing Tour Boat dock fee revenues. However, the City will entertain proposals that include establishing additional tour/cruise boat operations east of Columbus or between Clark Street and LaSalle.

Also as noted above, it is expected that any sponsorship/naming rights for the Riverwalk will fall with the City's purview; however the City anticipates coordinating with Developer to insure there are no exclusivity conflicts with potential advertising revenues.

2. Structure of the Transaction

Given the project finance structure of the TIFIA loan, the City contemplates awarding a Management Agreement under this RFP. The Management Agreement may be structured to include a base management fee with a clearly defined incentive management fee, and should include all operation and maintenance costs. The manager will be responsible for all improvements beyond the basic Riverwalk structure, is expected to collect the revenues from the Retail, Food & Beverage, and Other Concessions, Non-City tour boat docking and recreational docking fees, and other revenue sources. Upon collection of the revenues and payment of all expenses, including the management fee, the Manager will remit the remainder of funds to the City.

However, the City may be willing to be flexible on the structure of the transaction if it provides an upfront payment in whole, so as to pay off the outstanding TIFIA loan. Therefore, Respondents may propose an alternative structure that meets the project finance requirements of the Riverwalk.

The City is also willing to entertain other financial structures for the transaction as long as they are, among other things, transparent, viable, realistic, and economically advantageous to the City.

Because varied structures will be considered, a sample agreement is not provided with this RFP. However, the Agreement will include standard terms similar to those set out in Attachment J in addition to terms referenced in the body of this RFP and its other Attachments.

3. Compensation and Term

The City

The City's financial goal for the development of the Riverwalk is that it should be self-supporting, generating sufficient revenues to enable the Developer to operate and maintain a world-class attraction and enabling the City to meet its obligations under the TIFIA loan. The City understands from the development of Millennium Park, Navy Pier and other public and private attractions in Chicago that there is a ramp-up period prior to stabilization. Nevertheless, the City seeks to realize revenue from the initial operation of the Riverwalk in sufficient sums to offset as much of the debt service obligation of the TIFIA loan as possible. In addition to revenues provided by the Developer after all expenses are paid, the City will collect revenues from the two existing Tour Boat contracts, advertising, and sponsorships. The TIFIA loan agreement is attached as Attachment F; the debt service schedule for the TIFIA loan agreement is found at Exhibit G of that document.

The terms of the TIFIA loan require that any compensation structure must provide that Developer will collect all revenue from the Riverwalk from concessions and other revenue streams not reserved to the

City, deduct Developer's compensation, which may include operation and maintenance costs, and then remit the remainder to the City, or as the City directs, for payment of the loan.

The Developer

Each Respondent, in Response to this RFP, will propose a compensation structure such that the Developer (or its concession operators) will put up capital investment into the commercial space, as well an annual compensation structure sufficient to support the commercial development revenues and expenses (and revenues and expenses from other revenue sources if included). The City is not in a position to make development of the Riverwalk risk-free to any Developer.

The City may be, however, willing to: 1) set the Developer's cost recovery as the priority during the initial operational phase; 2) seek revenue beyond repayment of the TIFIA loan only after the Developer begins to realize a return on its investment from the operation of Riverwalk; 3) agree to a term of up to 35 years (the term of the TIFIA loan); and 4) be flexible with the rate of return to the Developer, particularly if the Proposal provides for a return to the Developer that allows the Riverwalk to grow and is also based upon the achievement of particular milestones of both performance and revenue.

A minimum annual guarantee with a percentage of concession revenues may be proposed, but other payment structures may be acceptable. As noted above, the City also welcomes Proposals that provide for upfront payment by the Developer, in whole or in part, and is willing to be flexible regarding the term of the Agreement and Developer's compensation as consideration for such early payment.

4. Diversity

The City welcomes Proposals that embrace Chicago's diversity in all aspects of the development and operation of the Riverwalk. More specifically, the City expects the Proposals to address diversity, in detail, in each of the areas discussed below.

Developer will be required to provide monthly reports on MBE, WBE, and BEPD utilization in the form specified by the City. The City's MBE/WBE programs for construction work and all other types of work/services/supply, including most forms of participation in the development, management, operation and maintenance team, are separate; therefore, MBE/WBE participation in construction work and other types of work will be required to be tracked separately.

"ACDBE" means an Airport Concession Disadvantaged Business Enterprise as defined by 49 CFR Part 23.*

"BEPD" means a Business Enterprise Owned or Operated by People with Disabilities as defined by MCC 2-92-586.

"MBE" means a Certified Minority-Owned Business Enterprise as defined by MCC 2-92-420 or MCC 2-92-670.

"WBE" means a Certified Woman-Owned Business Enterprise as defined by MCC 2-92-420 or MCC 2-92-670.

Development, Management, Operation and Maintenance Team

The Agreement will, at a minimum, set goals, which Developer must make a good faith effort to meet, for participation by MBEs and WBEs in the development, management, operation and maintenance of the

* The Riverwalk is not subject to the requirements of 49 CFR Part 23, however, the City believes that the ACDBE program provides a useful method of identifying concession operators and service providers owned by disadvantaged individuals.

Riverwalk at 25% MBE and 5% WBE. This participation must be both substantial and substantive so that the participating firms develop the capacity to grow as Riverwalk grows, and become able to take advantage of further opportunities in Chicago and elsewhere.

Participation in the ownership of the Developer is one method of achieving this goal, so long as the MBE or WBE's ownership in the Developer is proportionate to the MBE or WBE's risks and responsibilities. (E.g. see Attachment G, "M/WBE Special Conditions For Commodities or Services Contracts" at Section 1.3, "Joint Ventures" for the City's criteria for evaluating the participation of MBEs and WBEs in joint ventures.)

Participation may also be achieved by expending those percentages with MBEs and WBEs on Developer's planned expenditures on contracts for property management services, operation, or maintenance.

Operational contracts will be defined to include, without limitation, any supply, security, custodial, marketing, publicity, entertainment and programming contracts let by the Developer. The Agreement will also require Developer to encourage similar participation by its operators/tenants/licensees in their contracts for supplies and services, but that participation will not be counted toward the goal.

The Agreement will require that participation in the Development Team as well as in Management, Operations, and Maintenance will be governed by contractual terms substantially similar to those attached as Attachment G. Participation will be expressed as a percentage of the overall fee retained by Developer, including operation and maintenance costs.

If, despite making a good-faith effort to do so, Respondent is unable to achieve 25% MBE participation and 5% WBE participation, Respondent must include with its proposal a request for waiver of those goals using the procedures for demonstrating that it has made a good faith effort and preparing a request for waiver of the goals as outlined in Attachment G at Section 1.5 "Regulations Governing Reductions to or waiver of M/WBE Goals."

The Developer is also strongly encouraged to obtain the participation of BEPDs.

Construction, Build-out, and Capital Improvements

The Agreement will, at a minimum, set goals, which Developer must make a good faith effort to meet, of 24% participation by MBEs and 4% participation by WBEs (as defined in MCC 2-92-670) in construction work connected with the Riverwalk, including build-out and capital improvements. This may be achieved through setting participation goals in any construction contracts issued by the Developer and through agreements with tenants or licensees that require them to set goals for any design or construction that they may be required to perform to finish their space.

The Agreement will require that Developer include terms similar to those included in Attachment H, "Special Conditions Regarding Minority Owned Business Enterprise Commitment And Women Owned Business Enterprise Commitment In Construction Contracts" in contracts for construction work, whether by Developer or by any food/beverage/retail operators. If, despite making a good faith effort, it is not possible to obtain that level of participation in any given construction project, Developer may request a waiver of this requirement from the Commissioner who shall make a determination in consultation with the City's Chief Procurement Officer.

Because it would be difficult to identify the exact construction and build-out services that will be required, Respondents are not required to specify in their proposal which MBE and WBE firms they would intend to use. However, Respondents must provide an explanation of the methods they will use to

comply with this requirement, and are encouraged to identify MBEs and WBEs that they have committed to contracting with if that information is available.

Food/Beverage/Retail/Other Operators

In selecting operators, tenants and concessionaires for the Riverwalk, the Developer is strongly encouraged to contract with minority- and women-owned firms as well as BEPDs and ACDBEs, as well as local Chicago businesses and businesses owned by Chicago residents. Among other things, Developer will be required to report the minority, women, disadvantaged, disabled, Chicago resident- ownership, and local status of its operators/tenants/concessionaires at least once a year and as requested by the Commissioner. Respondent must include in its proposal an explanation of the efforts it will make to include these types of firms. If known, proposals may identify any minority-, women- disadvantaged-disabled- and Chicago resident-owned firms that Respondent intends to include in the Project if selected.

5. Programming and Events

The City expects the Developer to program the Riverwalk as a year-round destination that attracts both residents and visitors. The Riverwalk must be developed to appeal to people of all ages and backgrounds. This goal must be reflected in the year-round educational and entertainment events, the attractions and space programming, and the concessions program. The Riverwalk programming must also cooperate with larger City cultural events and, to the extent possible, complement those events. The City may add or delete events from its calendar at any time and coordination of future events is expected of the Developer. Proposals should identify staffing, policies and procedures aimed at achieving this goal.

6. Operations and Maintenance

Operating Hours

Consistent with City public park hours and MCC 10-36-145, the City expects the Riverwalk, to be open to the public from 6 am to 11 pm, seven days a week, 365 days a year, with seasonally-appropriate concession operating hours. Any departures from this schedule must be approved by the Commissioner no less than two weeks prior to the occurrence. The City reserves the right to change the Riverwalk hours of operation at any time.

Operational Requirements

Operational requirements for the Riverwalk will include, but not be limited to the following, as more completely described in Attachment K, "Scope and Expectations for Development/Management":

- Property Management Services
- Retail Management including the operations of restaurant and beverage locations, recreational amenities, and daily recreational, educational or cultural programs taking place within the Riverwalk. It is contemplated that the City will be responsible for programs at the "Jetty," with cooperation of Developer, but will entertain alternate proposals.

Public Access

An eight foot wide, ADA-accessible, continuous walkway must be maintained for the entire length of the Riverwalk at all times that the Riverwalk is open to the public except as authorized by the Commissioner.

The restrooms in the Marina, the Cove, the Water Plaza and the Jetty have been designated as public restrooms; use may not be limited to customers only. Other, private use restrooms may be incorporated into the developable space.

Construction Projects

The developable areas within the Riverwalk will be completed as a rough space. The City expects the Developer to create a layout and build-out plan with the vendors to complete the interiors. All applicable

permits are required. Plans for the build-out must be approved by the Commissioner. See Attachment K, "Scope and Expectations for Development/Management."

Utilities

Approximate locations of planned utility connections are designated in Attachment A at pages 19 through 25. The Developer may connect into or extend, at its own cost, the utilities to any or all parcels within Riverwalk. Utilities for the parcels are intended to be separately metered wherever practical. Heat, ventilation and air conditioning ("HVAC") will be furnished on a seasonally appropriate basis by the Developer or the concession operator. All applicable building code requirements and permits must be obtained. Occupants of particular locations may be required to install separate equipment specifically related to their particular operations.

The Developer will pay for all utilities, without exception, necessary for the operation of the Riverwalk. All charges including, without limitation, deposits, installation costs, connection charges, meter deposits and service charges must be paid for by the Developer, regardless of whether the utilities are furnished by the City or another utility provider. However, Developer may recover these costs from concession operators.

Maintenance

The Developer will maintain the Riverwalk, all supporting equipment, and other personal property in a manner that is neat, clean, in good order, and in good operating condition. The Developer is expected to furnish janitorial services and graffiti removal for all public and common areas of the Riverwalk and ensure that the facilities are, at all times, clean, attractive and sanitary. Trash collection and disposal will also be the responsibility of the Developer. The City has high standards for its public spaces and wants to insure good working order of the included amenities. In order for the Riverwalk to be appealing to the public, it must be clean and safe. Attachment K includes general maintenance requirements for janitorial services, snow removal, fountain maintenance, landscaping and so forth, though these may be subject to change as the final facilities of the Riverwalk take shape.

The Developer will develop operating policies and procedures for the Riverwalk and its concessions, and, upon approval by the Commissioner, provide them to occupants of the Riverwalk in an operations manual.

Due to the requirements of the TIFIA loan, favorable consideration will be given to Proposals that cover all costs of the entire maintenance of the Riverwalk from Lake Street to Lake Shore Drive.

Storage and Delivery

On-site storage will be limited, although opportunities for the development of storage and Back-of-the-House space along the Riverwalk will be discussed with the Developer. Two potential locations have been identified as areas for the Riverwalk and are shown in Attachment A, on pages 26 and 27. Access to both Locations is via Lower Wacker. The City anticipates that operators east of LaSalle Street will use Location 1 while operators west of LaSalle Street will use Location 2.

Maintenance, Distribution and Other Fees

The City expects that the Developer will charge appropriate fees to the occupants of the various locations along the Riverfront for cleaning, maintenance, trash removal, distribution, taxes, licensing, marketing and related services. Respondents' Proposals must address a plan to reconcile the need to cover the costs of operating the facility with the City's desire to present concessions, events and attractions reflecting the City's cultural diversity and to provide the occupants the opportunity to develop their respective businesses. Proposals that offer a thoughtful and balanced approach to these goals will be well-received.

Limited English Proficiency

In light of Chicago's diverse population and many international visitors, Developer must ensure that the Riverwalk accommodates individuals with limited proficiency in English. This may include, but is not limited to, providing multi-lingual and/or icon-based signage. To the extent applicable, Developer must facilitate compliance with the policies of Executive Order No 13166 "Improving Access to Services for Persons with Limited English Proficiency," and applicable provisions of USDOT Notice "DOT Policy Guidance Concerning Recipients Responsibilities to Limited English Proficiency (LEP) Persons," 70 Fed Reg 74087, December 14 2005, except to the extent that Federal Highway Administration determines otherwise in writing or the City directs.

Proposals should explain how individuals with limited proficiency in English will obtain meaningful access to the Riverwalk and its opportunities.

City-Resident Workers

The employment of Chicago residents in the management, operation, and maintenance of the Riverwalk is strongly encouraged and Proposals that commit to hiring city residents for these tasks will be favorably received.

Living Wage

The City will require Developer to comply with the requirements of MCC 2-92-610, "Contracts Requiring a Base Wage."

"Covered Employees" means security guards, parking attendants, day laborers, home and health care workers, cashiers, elevator operators, custodial workers, and clerical workers.

If (A) Developer has twenty-five or more full-time employees, and if at any time during the performance of the Agreement the Developer and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses (B) twenty-five or more full-time security guards, or any number of other full-time Covered Employees, then Developer's obligation to pay, and to assure payment of by any Performing Parties, the Base Wage (as defined below) to Covered Employees will begin at any time during the term of the Agreement when the conditions set forth in (A) and (B) above are met, and will continue thereafter until the end of the term of the Agreement.

As of July 1, 2014 the Base Wage is \$11.93. The current rate can be found on the City of Chicago Department of Procurement Services' website. Each July 1st the Base Wage will be adjusted, using the most recent federal poverty guidelines for a family of four 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 divided by 2000 hours or the current base wage, whichever is higher. At all times during the term of the Agreement, Developer 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 the Agreement, and the prevailing wages for Covered Employees are higher than the Base Wage, then the Developer must pay the prevailing wage rates.

The Developer must include provisions in all contracts for work or services requiring its contractors to pay the Base Wage to Covered Employees. However, if Developer 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; additionally any contractors that have Federal tax-exempt status under Section 501(c)(3) are also not subject to the requirement to pay the Base Wage.

7. Capital Investment and Improvements

The Agreement will provide for a term that permits the Developer and occupants of the Riverwalk the opportunity to develop their business, recover their investments and realize the potential of the facility. Capital maintenance and refreshing the facility will be required. Proposals should address capital maintenance and refreshing the Riverwalk along with the Developer's plan for implementing an ongoing capital investment and improvement program that will meet those needs.

The Developer will be expected to develop a design and construction procedures manual ("DC Manual") for Riverwalk occupants that will provide design standards and general conditions for construction, which would include concessionaire build-out, within the Riverwalk. As noted below, MBE/WBE participation, and the use of Chicago residents, and Prevailing Wage will be required for construction; this should be addressed in the DC Manual. The DC Manual will be subject to the approval of the Commissioner.

MBE and WBE Participation

As noted above under "Diversity," the overall goal for participation in any construction work such as build-out and any capital improvements will be 24% MBE participation and 4% WBE participation.

City-Resident Workers

The Developer must utilize, and must require any food/beverage/retail operator to utilize, City-resident workers in accordance with the requirements outlined in MCC 2-92-330 with respect to construction work, with an estimated value of \$100,000 or more, to finish or build out space within the Riverwalk or any other capital improvements. For the purposes of this requirement, the "local area" will be considered to be the entire City.

Prevailing Wage

Construction work on the Riverwalk will be considered construction of a "public work" within the meaning of Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"); Developer must comply with it.

The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

The City may require Developer to submit affidavits to the effect that not less than the prevailing hourly wage rate is being paid to laborers, mechanics, and other workmen employed by Developer on the Riverwalk in accordance with Illinois or federal law, as applicable.

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 any Riverwalk work will involve a project that is subject to the PLA, Developer must acknowledge familiarity with the requirements of the PLA and its applicability to any work under the Agreement, and must comply in all respects with the PLA.

8. Compliance with Public Accommodation Laws

The Developer and any subtenants/sublicensees must comply in all respects with applicable building codes, laws and regulations regarding non-discrimination in public accommodations and commercial facilities including, without limitation, the requirements of the Americans with Disabilities Act of 1990, as amended (“ADA”), and all regulations issued to implement ADA.

9. Insurance Requirements

The Agreement will require that the Developer maintain workers’ compensation, commercial liability (including product liability), automobile liability and builder’s risk insurance throughout the term of the Agreement. Coverage must be sufficient and appropriate for intended purposes of Riverwalk; the City, in its sole discretion, will determine the minimum levels of coverage required. All insurance policies will name the City as an additional insured. The specific insurance requirements for the Agreement are found in Attachment L.

10. Financial Reporting Requirements

Developer will be required to report to the City any information the City needs in order to comply with all reporting requirements of the TIFIA loan, see Attachment F, as well as any other reporting obligations of the City or any information it may need to monitor compliance with the Agreement or other reasonable purposes. Among other things, Developer will be required to provide copies of all contracts/agreements relating to the operation or maintenance of the Riverwalk upon request of the City.

11. Green Sustainable Operations Plan/Environmental Laws

The Agreement will require Developer to use best management practices to promote sustainability in the operations and on-going daily maintenance of the Riverwalk. Potassium chloride-based snow removal/ice melting agents must not be used.

The Agreement will also require Developer to comply with all environmental laws and will include provisions similar to those found in Attachment I.

Proposals should include a commitment to maintain the Riverwalk by using environmentally friendly methods and to protect the Chicago River and its wildlife, including but not limited to:

- Use of energy efficient equipment.
- Development and implementation of an environmentally friendly plan of daily operations.
- Maintenance of the Riverwalk in an orderly, clean and safe fashion and a plan that makes use of environmentally friendly methods of operations, cleaning and activities in order to protect the Chicago River and its wildlife.
- Collection and disposal of all trash and recycling, including providing receptacles for recycling and picking up all loose or blowing trash.
- Recycling program participation for all of the retail vendors.

D. PROPOSAL REQUIREMENTS

Overview

Hard copies of the Proposals must be bound; all versions of the Proposals must include the following items organized and tabulated in the order stated below:

1. Cover/Transmittal Letter
2. Experience and Qualifications Statement
3. Methods of Management and Operation
4. Retail Concepts (includes food, beverage, retail, and services)
5. Proposed Design Standards
6. Compensation Schedule
7. Projected Annual Sales, Net Income and Cash Flows
8. Capital Investment and Start-Up Financing Plan
9. Advertising Plan (Optional)
10. MBE/WBE Plans, with Schedules C and D
11. Professional References
12. Opinion of Legal Counsel
13. Exceptions
14. Other Information
15. Executed Proposal Affidavit
16. Business Information Statement
17. EDS Certificate(s) of Filing
18. Financial Statements

The following page limits apply to the Proposals:

The Cover/Transmittal Letter, Experience and Qualifications Statement, and Methods of Management and Operations cannot exceed 25 pages in total.

The Retail Concepts Section include outreach to M/WBE, BEPD and ACDBE communities, cannot exceed 25 pages.

The Advertising Plan section cannot exceed 10 pages.

The Other Information Section of the Proposals cannot exceed 15 pages.

Cover/Transmittal Letter

The letter must provide a return mailing address, contact person (with telephone number and e-mail address) and any pertinent details of the Proposal that the Repondant chooses to emphasize.

Experience and Qualifications Statement

Respondents must clearly demonstrate how they meet the experience requirements stated in Section 6, "Minimum Qualifications," above. Please explain in detail your relevant experience in the operation and management of similar multi-use facilities. Those details must include the pertinent experience of key personnel, including but not limited to individuals who will be directly involved in the development and management of Riverwalk.

Methods of Management and Operations

Please provide an overview of your approach to developing and then managing the facilities at Riverwalk. As should be clear from the prior sections of this RFP, the City is particularly interested in your plans for the mix of retail and attractions, event and entertainment programming, and drawing traffic to and through Riverwalk. You should also provide your staffing plan for both the development and operation of the facility. The staffing plan should demonstrate your sensitivity to the impact that all costs of operation will have upon Riverwalk's early development and growth. This overview must also address sustainability and your Green Sustainable Operations Plan.

Retail Concepts and Proposed Design Standards

The City expects to work with the Developer to finalize the concepts and design standards for the Riverwalk's concession offerings. The Agreement will provide for the timeline and deliverables in this process.

The Proposals should address these two areas in sufficient detail to convey the Respondent's vision and general approach to developing the business mix and appearance of Riverwalk. The Proposals should also provide detailed information regarding the qualifications and experience of the team members that will be involved in these two areas.

Projected Sales, Projected Expenses, Net Income and Cash Flow Statements

The historical information available to the City regarding the sales and revenue from the Chicago Park District's operations along the Chicago River are provided in Attachment B.

Respondents are to provide a good faith estimate of the expected annual gross sales, cost of sales, operating expenses, net income and cash flow from the first three (3) years of the proposed operation. The cash flow should indicate payments to the City for debt service on the Loan. The format for the estimates is provided in Attachment N. Major assumptions used in developing the sales projections should be clearly stated in the Proposal.

Capital Investment and Financing Sources Plan

Respondents must provide a detailed cost estimate for the development phase and initial operating phase of Riverwalk. The estimates must specify the source of funds for capital improvements and start-up costs, and include all improvements, equipment, furnishings, fixtures, design and construction costs, working capital, initial inventory, an improvements completion bond and any other pertinent capital investments. The plan should also demonstrate each Developer's intent regarding the ongoing capital maintenance, refreshing and refurbishment of Riverwalk over the proposed term for the Agreement.

Plan for The Boardwalk (Franklin to Lake Street)

As designed, The Boardwalk will consist of an ADA ramp and a green lawn, with potential access to Lower Wacker Drive. Proposals are expected to show a viable plan for operation with that configuration. Respondents may propose an alternate plan for significant build-out and development of the Boardwalk; however, the City reserves the right to award an Agreement without including the alternate plan, or may award an Agreement without an alternate plan for the Boardwalk and subsequently negotiate a plan for its more extensive development with Developer or any other party.

Plan for Wabash Ramp

Currently, there is an access ramp near the Wabash bridge providing access from Upper Wacker to the Riverwalk for bicycles and emergency vehicles. The City will entertain optional proposals that the ramp be demolished to allow for a two-story structure. However, any such proposal must, at minimum, provide for very significantly increased revenue for the City and adequate emergency access.

Advertising Plan (Optional)

Respondents should explain the following:

1. A detailed explanation of how you would integrate advertising (digital or other) into the development of the Riverwalk;
2. Explain the technology that would be used and delineate what would be the responsibility of the respondent and what would be the responsibility of the City;
3. Explain how the proposed system would integrate with social media, smart phones and emerging technologies;
4. Explain how the proposal would affect or leverage the City's other municipal marketing programs, including the Chicago Digital network, J.C. Decaux bus shelter contract and Vector Media contract for ads on solar recycling bins.
5. Explain how the proposal will integrate into the Riverfront and City landscapes and preserve the visual integrity and brand identity of the Riverwalk and the City;
6. Provide an estimate of the revenue potential for the City, projected over the life of the agreement;

7. Provide a timeline for implementation;
8. Explain your experience with this or similar marketing initiatives elsewhere and include references related to this type of initiative.

Diversity and MBE/WBE Participation

Respondents must provide Schedules C and D for development, management, operation, and maintenance of the Riverwalk, and a request for waiver of goals if applicable. (See [Attachment G](#))

Respondents must provide a detailed plan for achieving the City's diversity goals in the operation of Riverwalk, including, without limitation, service and supply contracts, event programming, seasonal programming, entertainment, attractions, concessions operations, and the promotion of diversity by the food/beverage/retail/concession operators.

The proposal should also include a description of how the Respondent will solicit vendors from throughout the City of Chicago.

References

Please provide at least three (3) references that are familiar with Respondent's current operations. The City prefers that Respondents provide individuals that are the Respondent's primary contact for day-to-day issues in their operations. The format for references is provided in [Attachment M](#).

Opinion of Counsel

The opinion of Respondent's legal counsel must state whether or not any litigation is pending or contemplated that could affect the Respondent's ability to implement its Proposal.

Other Information

Respondents should use this section to provide any other information that it believes would be helpful in evaluating its ability to successfully develop and operate Riverwalk.

Exceptions

If you take exception to any requirements of this RFP, including its attachments, please provide them at the tab indicated. Please provide the requirement, nature of the exception and explanation. Exceptions will be considered in the evaluation of the Proposals. Acceptance of a Proposal does not connote agreement to any exceptions stated by a Respondent, but does indicate the City's desire to reach mutually agreeable terms through negotiation. The City will not accept any exceptions to any requirements set out in this RFP during contract negotiations that were not raised in the Proposal.

Proposal Affidavit

The form of the affidavit is provided in [Attachment O](#). Respondent must include an executed Proposal Affidavit with its Proposal acknowledging that: a) Respondent has received all sections and materials comprising the RFP, including any addenda; b) the Proposal is based on all of the terms and conditions stated in the RFP; and c) the Respondent agrees to develop and operate Riverwalk in the manner stated in its Proposal. Alterations, additions or any other modification to the form of the Proposal Affidavit will not be accepted and may result in rejection of the Proposal.

Business Information Statement

Respondents must include a Business Information Statement for all entities and individuals as instructed on the form attached as [Attachment P](#). Statements must be complete and accurate. Information that is incomplete, conditional, ambiguous, obscure or which contains alterations or irregularities of any kind may be cause for finding a Proposal non-responsive. By submitting the Proposal, Respondent acknowledges and agrees that the City may make any inquiry or examination necessary substantiate the

information contained in the Business Information Statement, and authorizes the release of any information sought in any such inquiry or examination to the City.

Economic Disclosure Statement and Affidavit ("EDS")

The Business Information Statement does not supplant, supersede or otherwise replace the Economic Disclosure Statement ("EDS") required by the Chicago Municipal Code and Illinois statute. Respondents, including any individuals or entities that are partners or members in a joint venture, LLC, or other business organization submitting a Proposal must complete the EDS on-line and include their certificate of filing with the Proposal, if filed online, or complete EDS if filed in paper format.

The on-line EDS is found at:

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/economic_disclosurestatementseds.html

For the purposes of completing an EDS for this RFP, the "Requesting Department" should be 2FM.

Financial Statements

Respondents must submit the following financial statements to the City:

For Respondents currently organized as a corporation, partnership, LLP, LLC or joint venture, complete financial statements including a balance sheet, income statement and statement of cash flows, prepared in accordance with generally accepted accounting principles, for the current fiscal year-to-date and the most recent three (3) complete financial statements. Footnote disclosures must accompany the year-to-date financial statements. If available, financial statements audited or certified by an independent certified public accountant should be provided; otherwise, a notarized statement certifying the accuracy of the financial information and signed by an officer of the proposing entity must accompany the financial information.

If the proposing entity is a subsidiary of another entity, then the financial information described in the preceding paragraph must be provided for the parent entity.

For Respondents who organize or intend to organize as a corporation, partnership, LLP, LLC or joint venture specifically to respond to this RFP, complete financial information as described above must be submitted for each majority-in-interest partner, LLC/LLP member, joint-venture partner or shareholder.

The City reserves the right to obtain, at its own expense, a Dun and Bradstreet report or other credit report on Developer, its partners, affiliates and team members, to facilitate financial evaluation of the Proposal.

E. EVALUATION CRITERIA

All proposals will be reviewed and evaluated by an Evaluation Committee appointed by the Commissioner and Chief Procurement Officer. The Evaluation Committee will make a recommendation to the Commissioner regarding award of the Agreement to a qualified Developer that offers the most favorable Proposal to the City. Upon concurrence by the Commissioner and Chief Procurement Officer, the City will enter into contract negotiations with that Developer (the "Selected Developer"). In the event that the City and Selected Developer are unable to conclude negotiations on the terms and conditions of the Agreement, the City may initiate negotiations with the Developer offering the next most favorable Proposal.

The City reserves the right to seek additional information from any or all Respondents responding to the RFP including, without limitation, meeting with one or more Respondents. The City also reserves the

right to identify finalists and conduct interviews of those finalists prior to recommendation by the Evaluation Committee.

The specific evaluation criteria are listed below.

Experience and Qualifications 10 points

The Evaluation Committee will consider each Developer's experience and qualifications as stated in the Proposal. This criterion includes, without limitation, factors such as the comparative size and performance of Developer's other programs, Developer's experience with the concepts proposed, references and the experience and qualifications of the individuals identified in the Proposal. This criterion also includes an evaluation of the Developer's ability to fund the development and initiate operation of Riverwalk.

Retail Concepts and Programming 10 points

This criterion includes, without limitation, the variety and diversity of concepts, merchandise, service types, attractions, entertainment, educational programs and other programming; the presentation of Chicago concepts, themes and products; innovative concepts, themes and products; the extent of national and regional branding; and the amount of analysis and development given these matters as evidenced by Developer's Proposal.

Design Concepts and Standards 5 points

This criterion includes, without limitation, Developer's plans for the finishing of the parcels comprising Riverwalk, including the levels of innovation, creativity, sustainability, quality of materials, presentation of Chicago themes, circulation, graphics, signage and visual interest evidenced in the Proposal.

Management and Operations Plan 10 points

This criterion includes, without limitation: staffing levels; corporate management support; inventory logistics; employee and occupant training; customer service programs; facility maintenance plans; capital maintenance plans, including plans for refreshing and refurbishing the facility; and sustainability and plans for obtaining the involvement of concessionaires owned by minorities, women, disadvantaged individuals, disabled individuals and Chicago residents and local Chicago businesses.

Advertising Plan 5 points*

Should Respondent choose to include an advertising strategy as part of this proposal, this criterion includes, without limitation: description of the advertising format, committed vs. projected revenue, impact of advertising on the value of the City's other advertising initiatives so as to avoid cannibalization, the portion of advertising space reserved for City public service announcement messaging, implementation timeline, and description of the technology associated with the advertising format including its ability to withstand Riverwalk conditions related to heat, cold, moisture etc.

Compensation and Cash Flows 10 points

This criterion includes, without limitation, assessment of the validity of Developer's assumptions, the reasonableness the proposed cash flows, Developer's plan for enabling the City to meet its obligations under the Loan, the timing and extent of the return realized by the Developer and the City, and Developer's commitment to contributing to the long-term vitality and growth of Riverwalk.

* If an optional Advertising Plan is provided by any Respondent, for comparison purposes all Respondent scores will be percentage based such that: $[points\ scored] / [total\ points\ available] = [total\ score]$.

Additional Criteria

The City will also consider:

- Past performance by the Developer, particularly on other contracts of any sort with the City or other units of government.
- Exceptions taken by the Developer including those which, in the City's sole discretion and opinion, would preclude the City from achieving a successful conclusion to contract negotiations with the Developer.
- The Proposal's compliance with all applicable local, city, state and federal laws, statutes, ordinances and regulations.
- The Proposal's compatibility with the Riverwalk Guiding Principles identified in the attached Attachment C.

ATTACHMENT A: MAPS AND DIAGRAMS

All dimensions and configurations shown in Attachment A are approximate and subject to change. Attachment A follows, remainder of page intentionally left blank.

CHICAGO RIVERWALK

Attachment A - Project Overview

August 2014





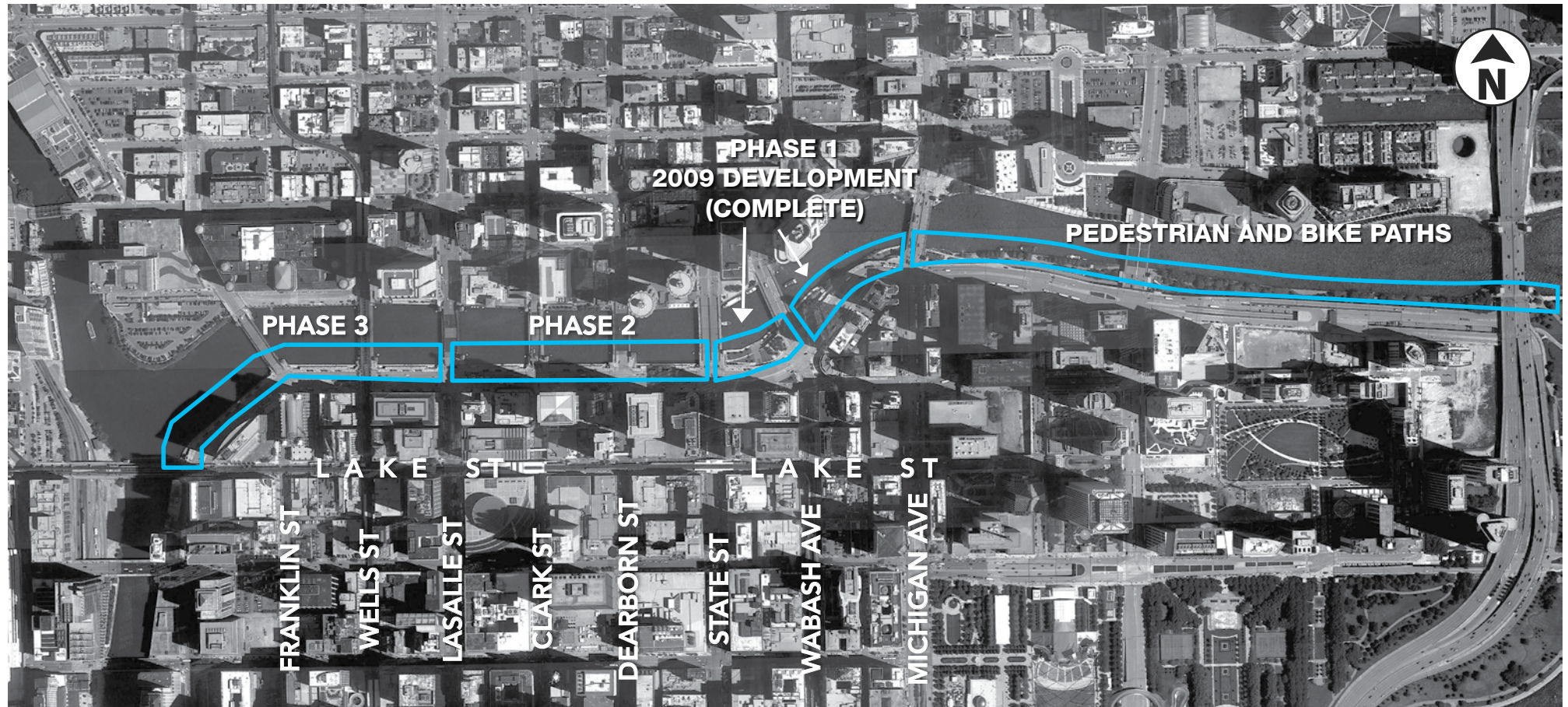
CITY OF CHICAGO
MAYOR RAHM EMANUEL



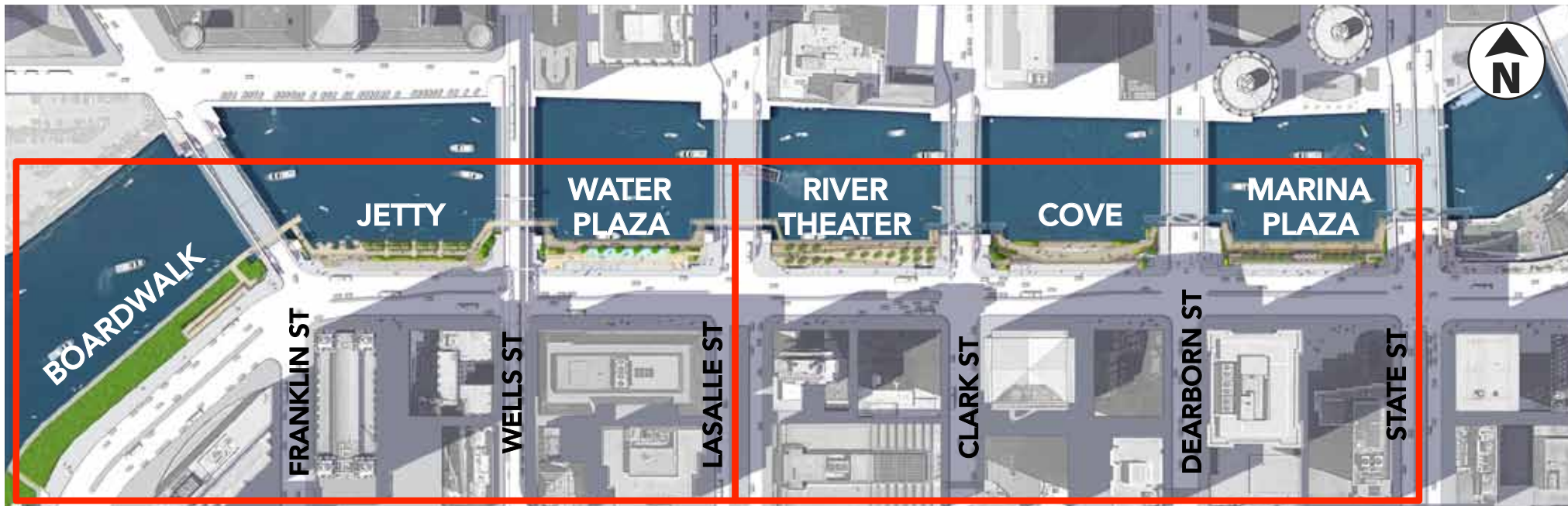
Attachment A - Project Overview

A. Overview	3
B. Retail Opportunity	5
C. Private Event Rental Space Opportunities/Development Opportunities ...	15
D. Areas Available for Development (Room 6/Boardwalk)	17
E. Architectural Drawings/Utility Connections	19
F. Lower Wacker Access/Loading Areas	26
G. Boat Docking	28
H. Vertical Circulation	31

RIVERWALK PROJECT MAP



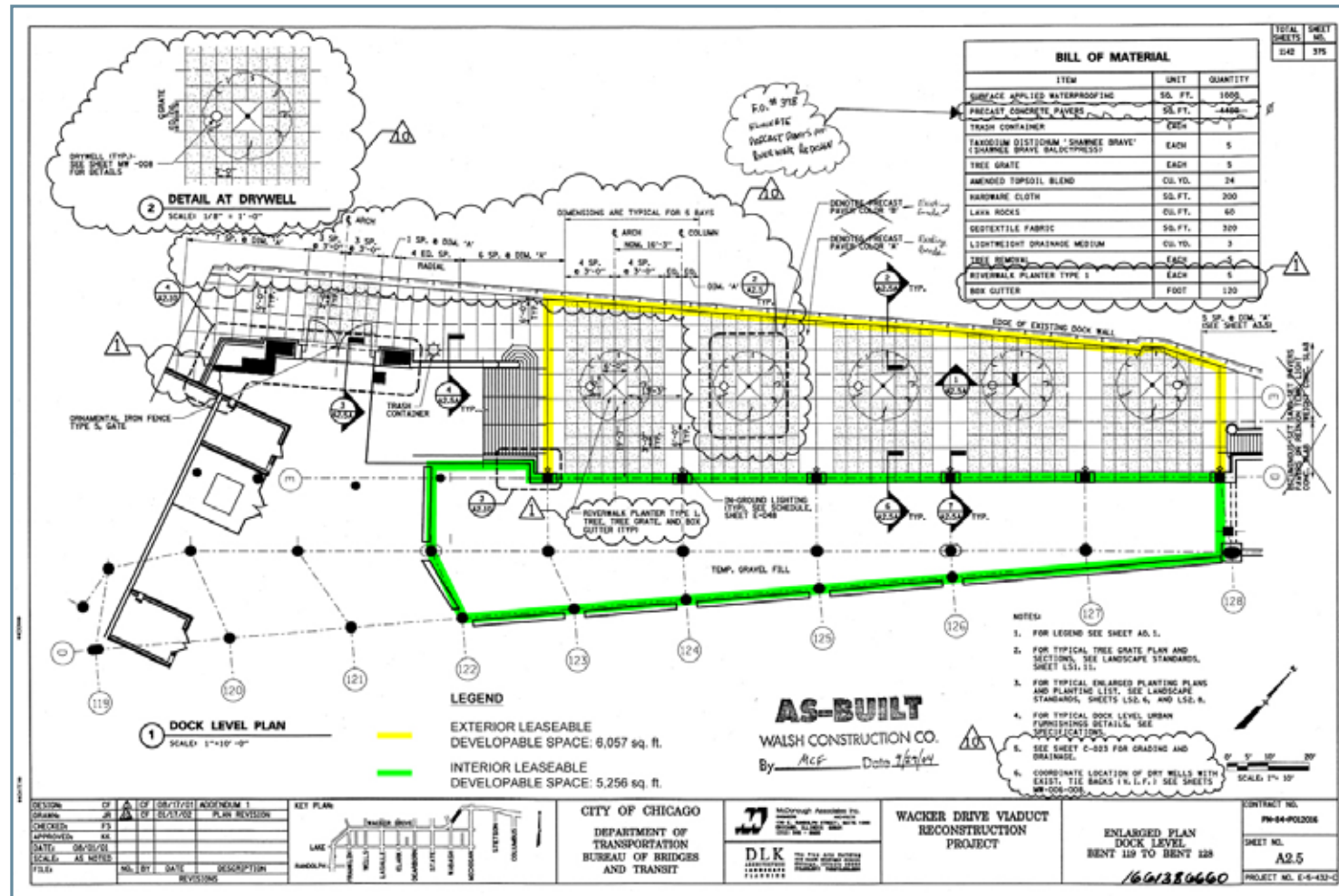
ACTIVE PHASES



PHASE 3:
LASALLE TO LAKE - IN DESIGN
COMPLETION ANTICIPATED SPRING 2016

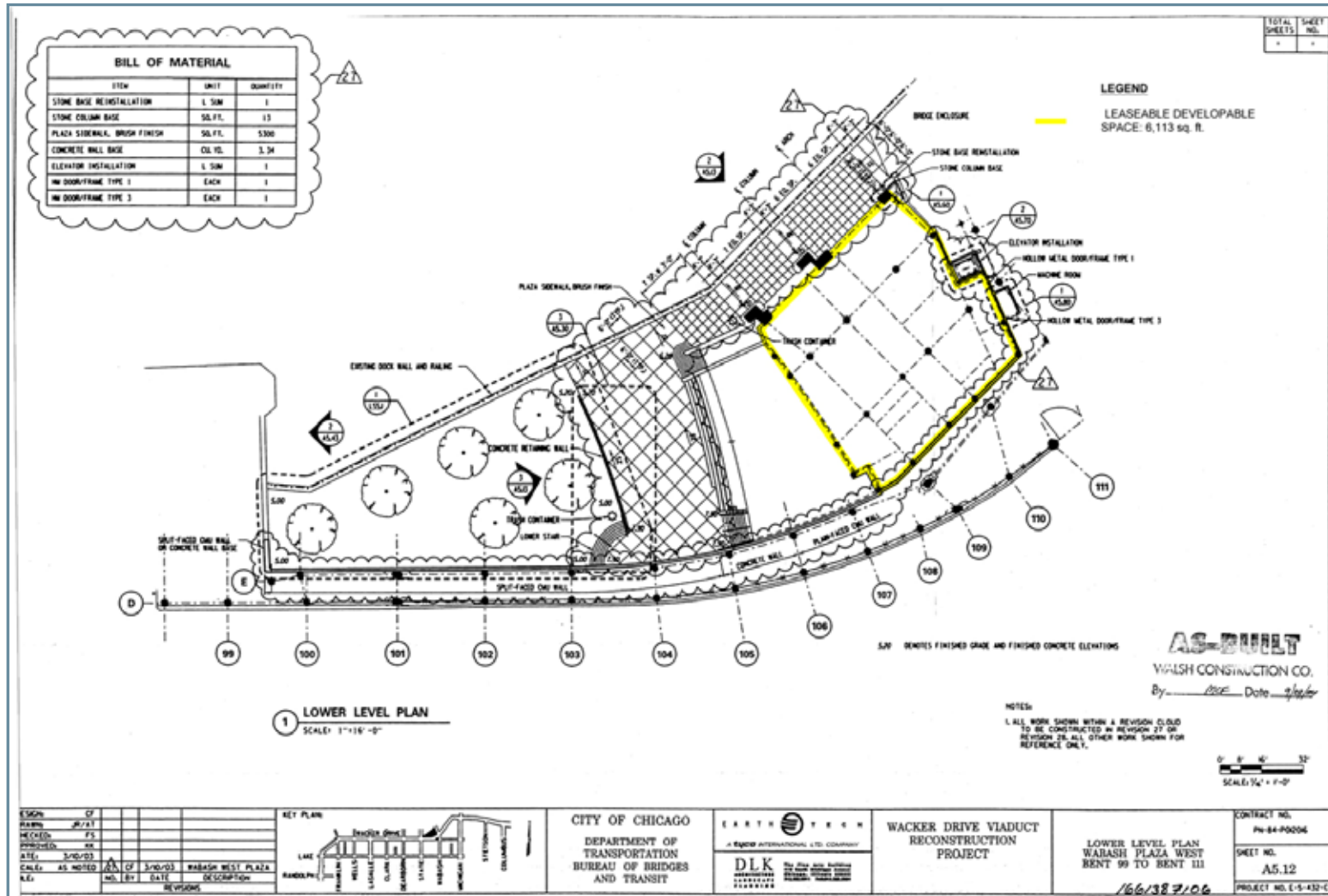
PHASE 2:
STATE TO LASALLE - IN CONSTRUCTION
COMPLETION ANTICIPATED DECEMBER 2014

DEVELOPABLE SPACE - PHASE 1 EAST OF WABASH



All dimensions and configurations shown are approximate and subject to change.

DEVELOPABLE SPACE - PHASE 1 WEST OF WABASH

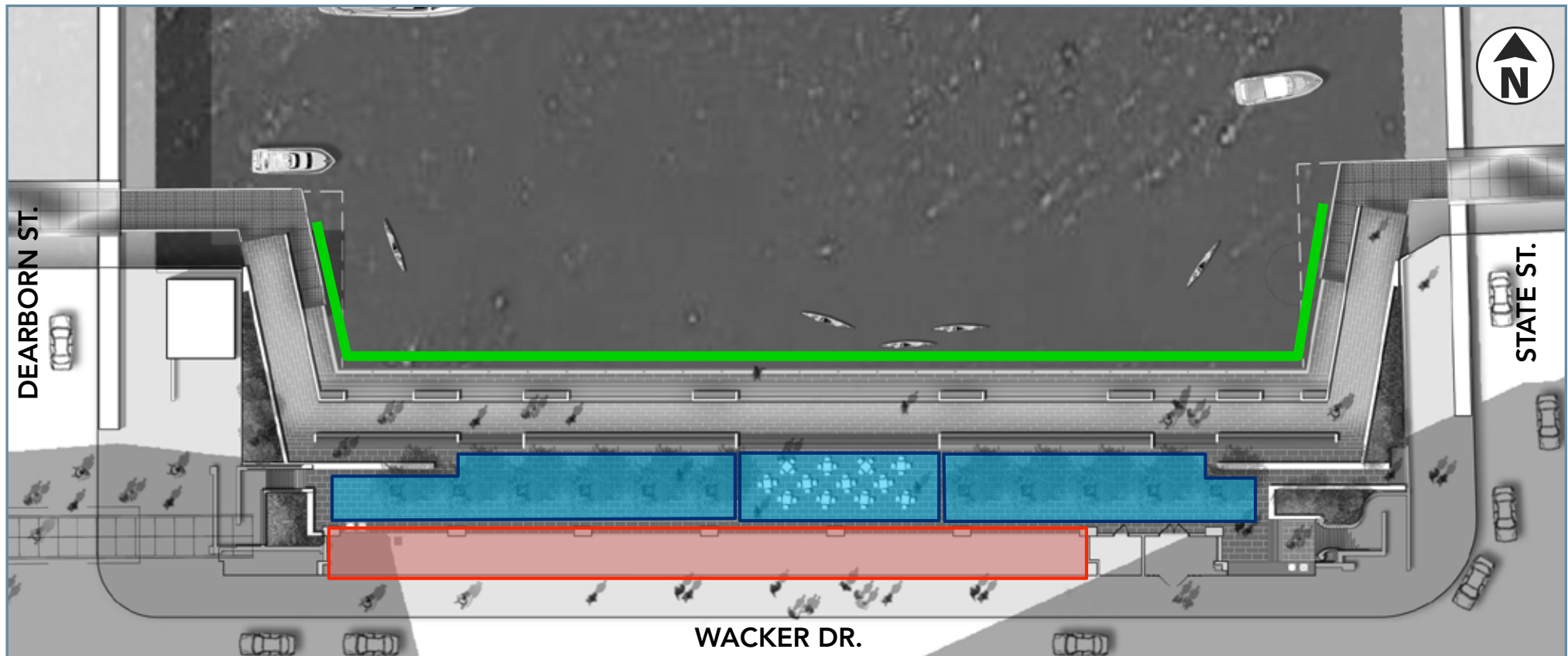


All dimensions and configurations shown are approximate and subject to change.

THE MARINA PLAZA - PHASE 2 ILLUSTRATIVE PLAN



THE MARINA PLAZA - PHASE 2 *SPACE AVAILABLE FOR DEVELOPMENT*



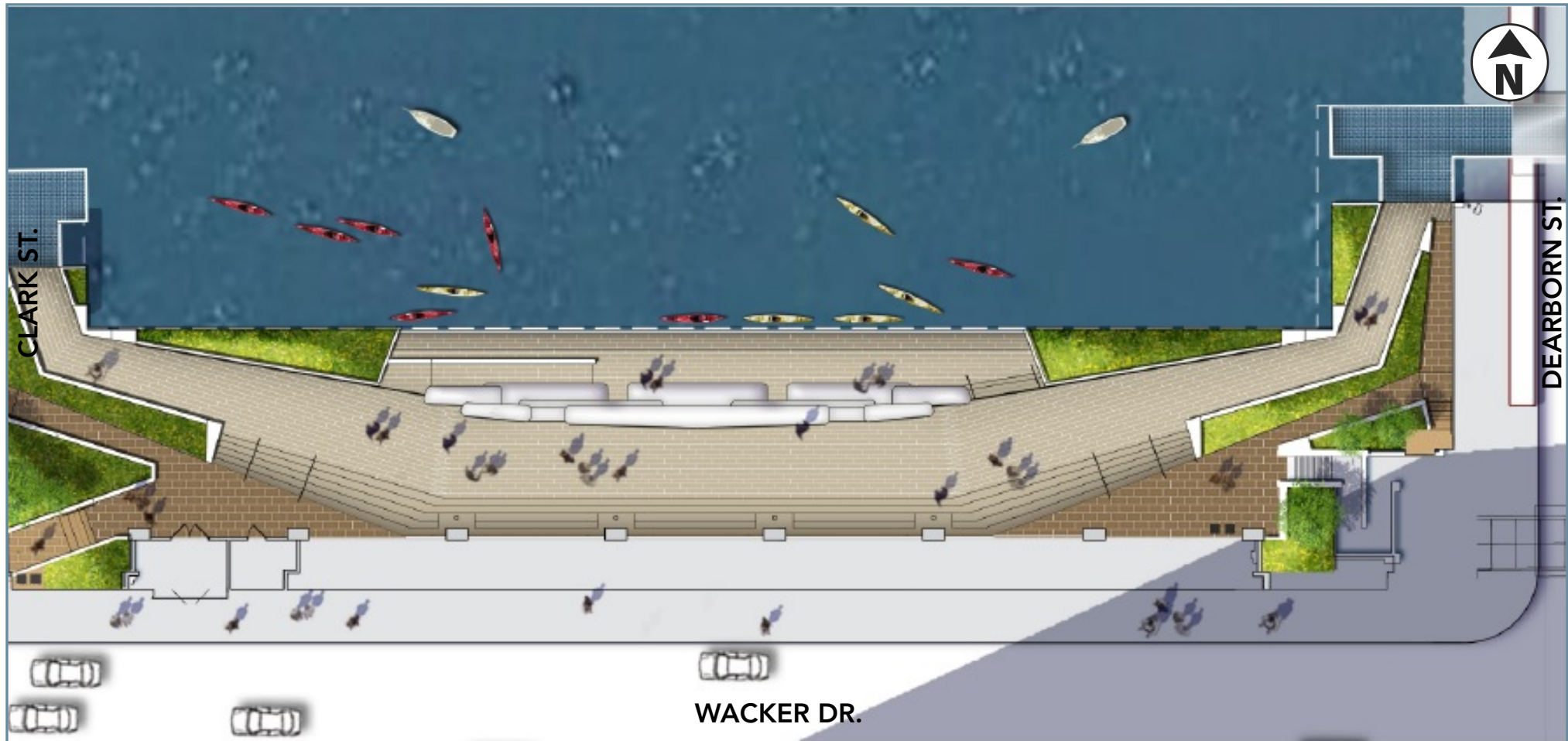
EXTERIOR LEASABLE/DEVELOPABLE SPACE (PLAZA): 4,700 SF

INTERIOR LEASABLE/DEVELOPABLE SPACE (ARCADE): 1,750 SF

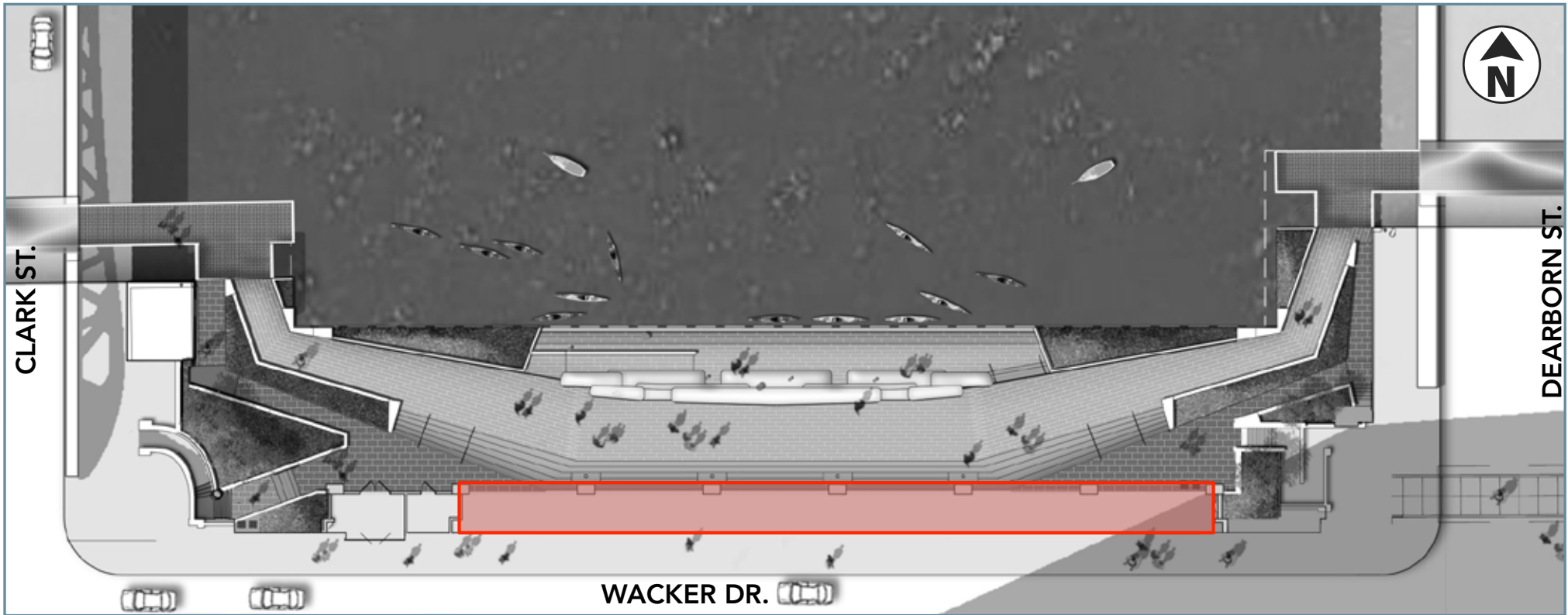
TOTAL LEASABLE/DEVELOPABLE SPACE: 6,450 SF

BOAT DOCKING (RECREATIONAL BOATS): 325 LF

THE COVE - PHASE 2 ILLUSTRATIVE PLAN



THE COVE - PHASE 2 *SPACE AVAILABLE FOR DEVELOPMENT*



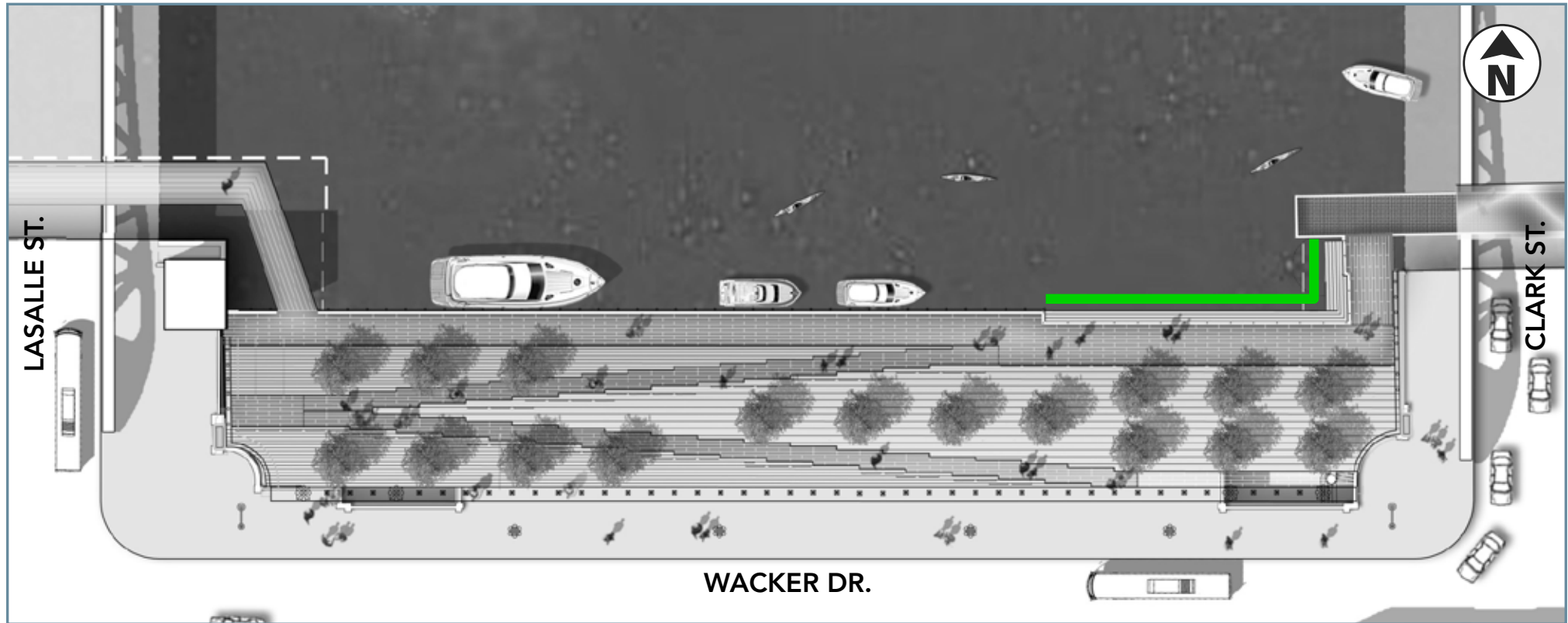
EXTERIOR LEASABLE/DEVELOPABLE SPACE (PLAZA): 0
INTERIOR LEASABLE/DEVELOPABLE SPACE (ARCADE): 1,750 SF
TOTAL LEASABLE/DEVELOPABLE SPACE: 1,750 SF

BOAT DOCKING NOT ALLOWED
ONLY HUMAN-POWERED WATER CRAFT

RIVER THEATER - PHASE 2 ILLUSTRATIVE PLAN



RIVER THEATER - PHASE 2 *SPACE AVAILABLE FOR DEVELOPMENT*



EXTERIOR LEASABLE/DEVELOPABLE SPACE (PLAZA): 0
INTERIOR LEASABLE/DEVELOPABLE SPACE (ARCADE): 0
TOTAL LEASABLE/DEVELOPABLE SPACE: 0

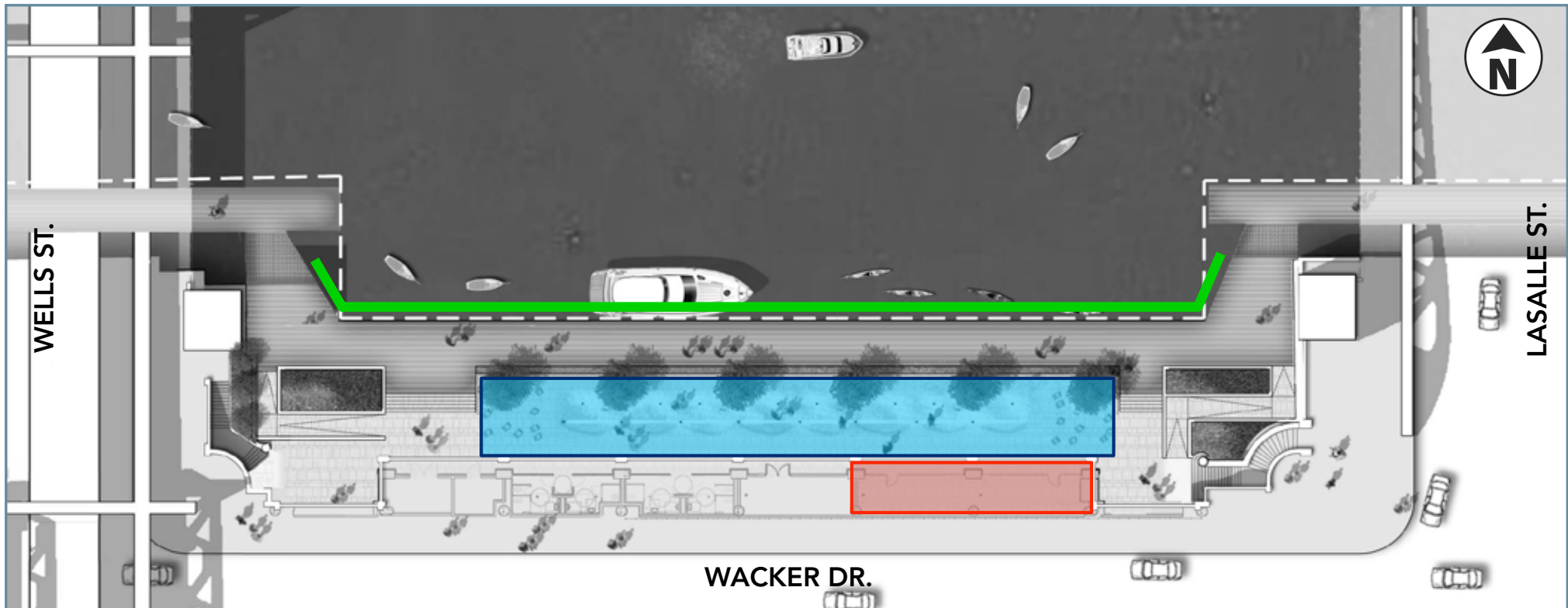
BOAT DOCKING (WATER TAXI OR CHARTER BOATS): 90 LF

WATER PLAZA - PHASE 3 ILLUSTRATIVE PLAN



WATER PLAZA - PHASE 3

SPACE AVAILABLE FOR DEVELOPMENT



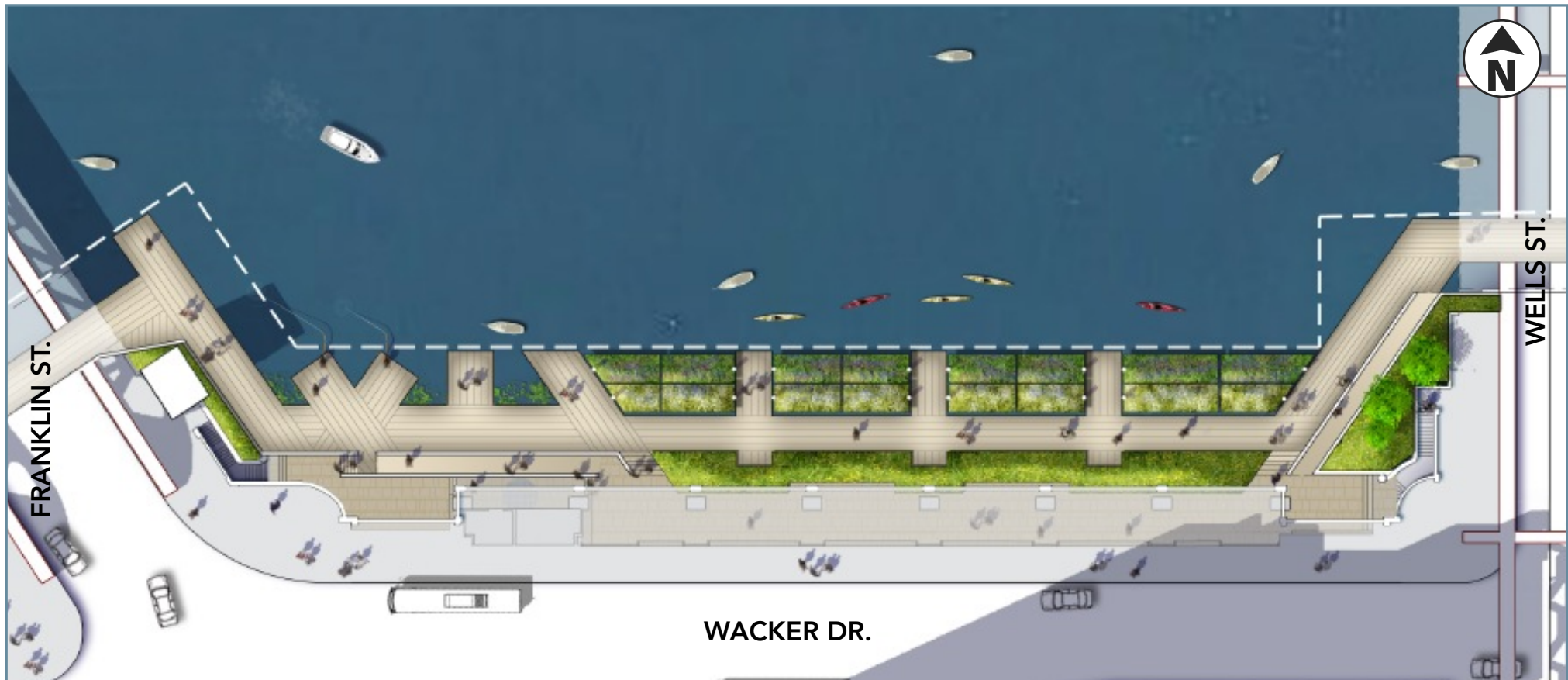
EXTERIOR LEASABLE/DEVELOPABLE SPACE (PLAZA): 4,815 SF

INTERIOR LEASABLE/DEVELOPABLE SPACE (ARCADE): 950 SF

TOTAL LEASABLE/DEVELOPABLE SPACE: 5,765 SF

BOAT DOCKING (RECREATIONAL BOATS): 270 LF

THE JETTY - PHASE 3 ILLUSTRATIVE PLAN



THE JETTY - PHASE 3

SPACE AVAILABLE FOR DEVELOPMENT

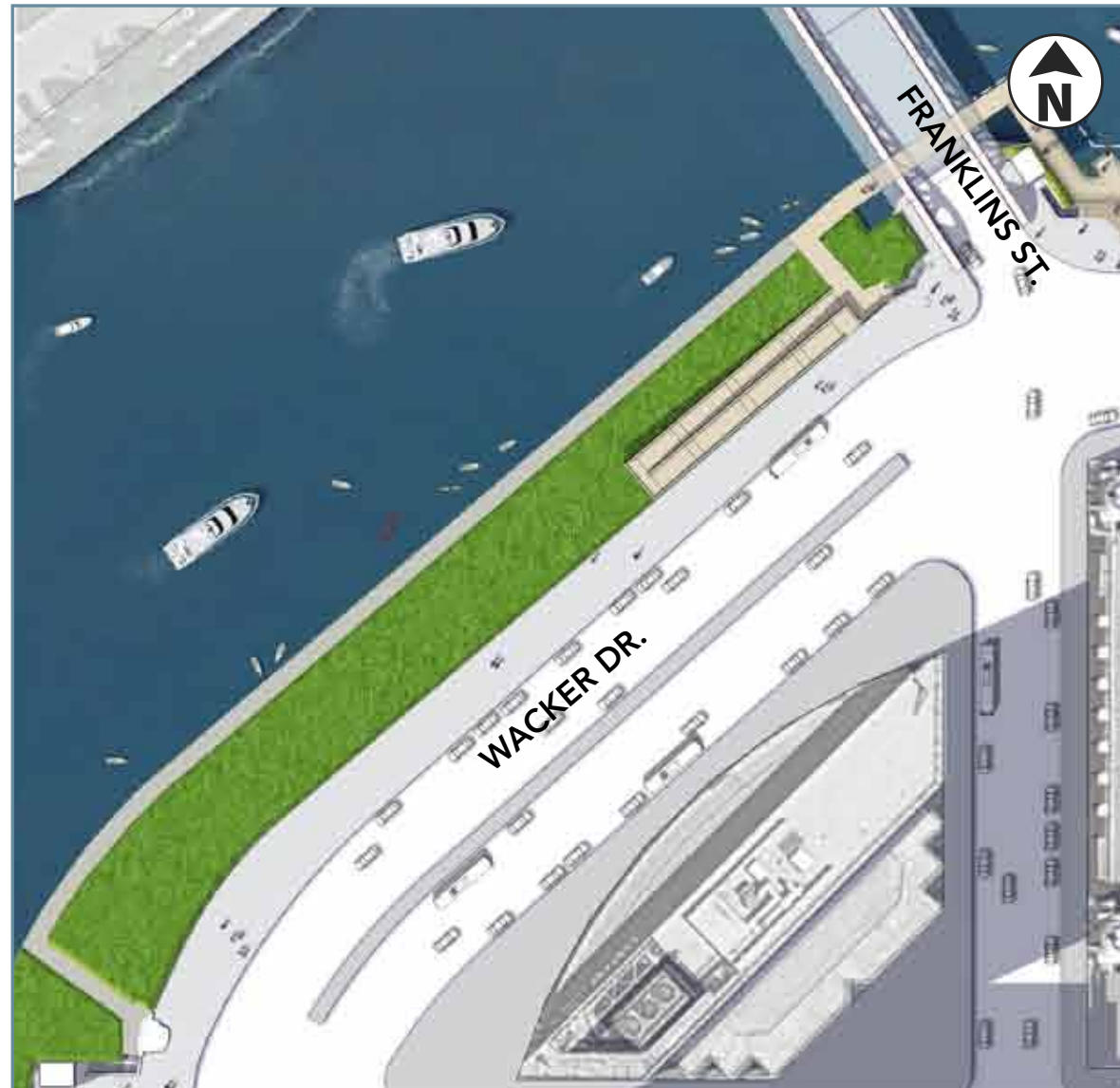


EXTERIOR LEASABLE/DEVELOPABLE SPACE (PLAZA): 0 SF
INTERIOR LEASABLE/DEVELOPABLE SPACE (ARCADE): 2,200 SF
TOTAL LEASABLE/DEVELOPABLE SPACE: 2,200 SF

BOAT DOCKING NOT AVAILABLE

The Arcade space in the Jetty is not architecturally enclosed and is intended to be used for educational programming (daytime) and rental for private events (evenings and weekends).

ROOM 6 - PHASE 3 ILLUSTRATIVE PLAN



ROOM 6 - PHASE 3 DEVELOPABLE SPACE

PUSHCART / KIOSK SPACE SHOULD BE PROGRAMMED INTO THE BOARDWALK

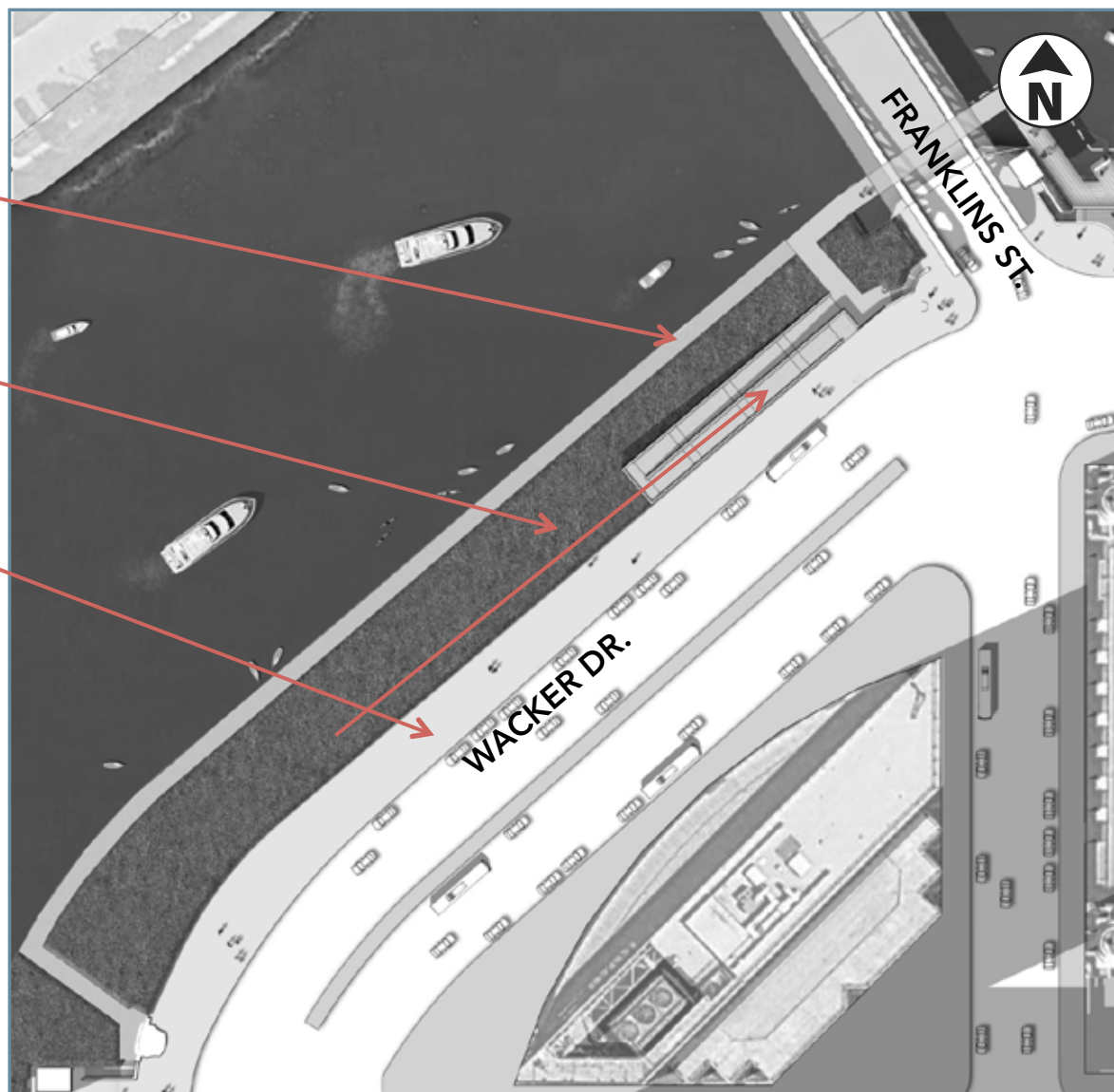
POTENTIAL FOR +/- 22,000 SQ. FT. OF COVERED / PERMANENT SPACE, MOST OF WHICH CAN BE USED FOR RETAIL BUILD-OUT, 2ND STORY WOULD BE PERMITTED

UPPER WACKER DRIVE FOOD TRUCK STAGING; VERTICAL CONNECTION TO RIVERWALK

THE BUILD-OUT OF THIS SPACE IS NOT INCLUDED IN THE ACTIVE RIVERWALK PROJECT

INTERIM BUILD-OUT WILL INCLUDE GRASS AND WALKING PATHS

NO BOAT DOCKING IS PERMITTED IN ROOM 6



1 MARINA PLAZA ARCADE PLAN
SCALE: 1/8"=1'-0"

2 MARINA PLAZA ARCADE PLAN
SCALE: 1/8"=1'-0"

3 COVE ARCADE PLAN
SCALE: 1/8"=1'-0"

4 COVE ARCADE PLAN
SCALE: 1/8"=1'-0"

DESIGN: CDB
DRAWN: HJ
CHECKED: RSM
APPROVED: RSM
DATE: 07/2013
SCALE:
FILE:

KEY PLAN

CITY OF CHICAGO
DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING

SASAKI
100 EAST WACKER DRIVE, CHICAGO, IL 60601
312.467.1000
www.sasaki.com

CHICAGO RIVERWALK
STATE ST TO LASALLE ST
ISSUED FOR BID

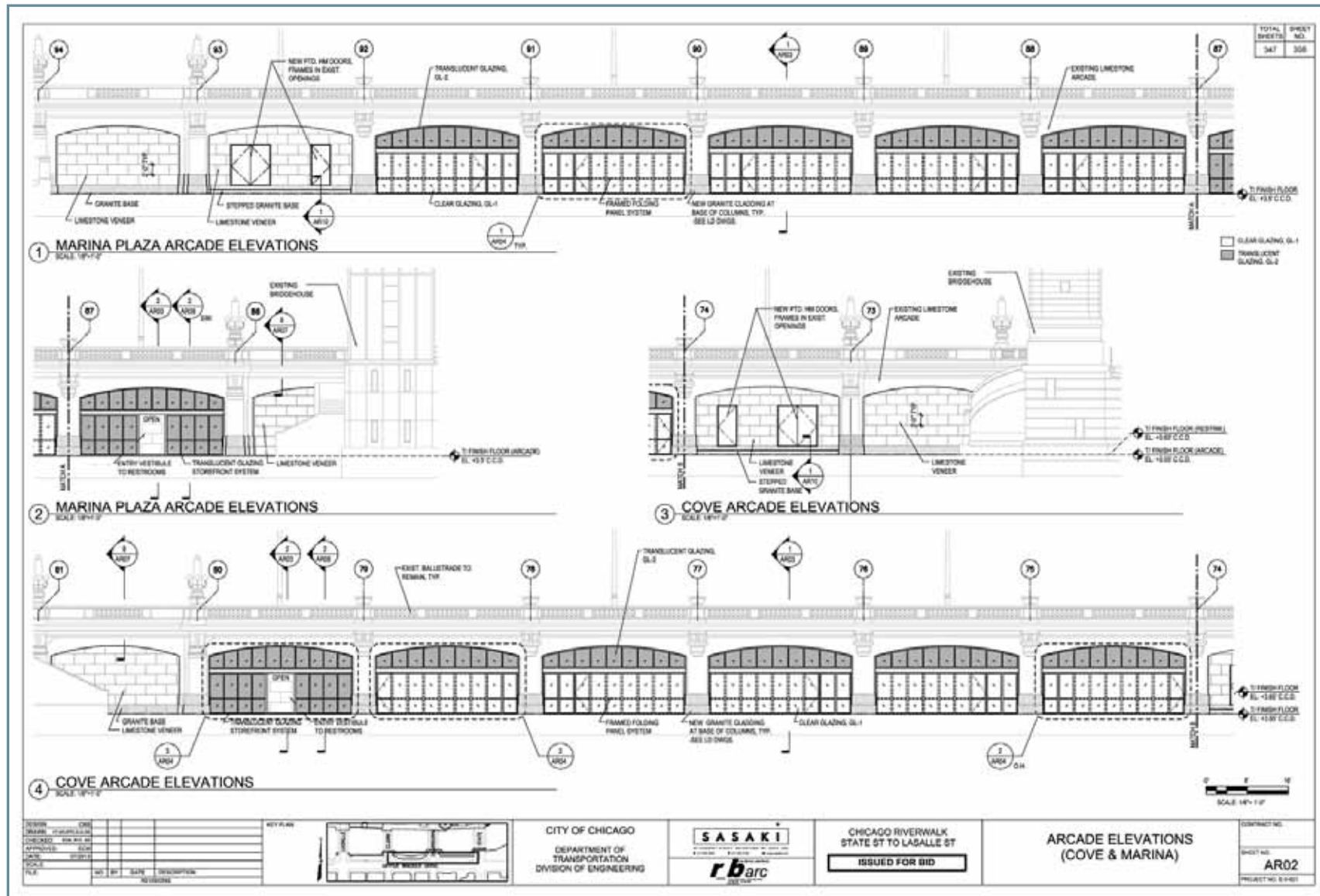
ARCANE PLANS
(COVE & MARINA)

CONTRACT NO.
SHEET NO.
AR01
PROJECT NO. E-6421

TOTAL SHEETS
347

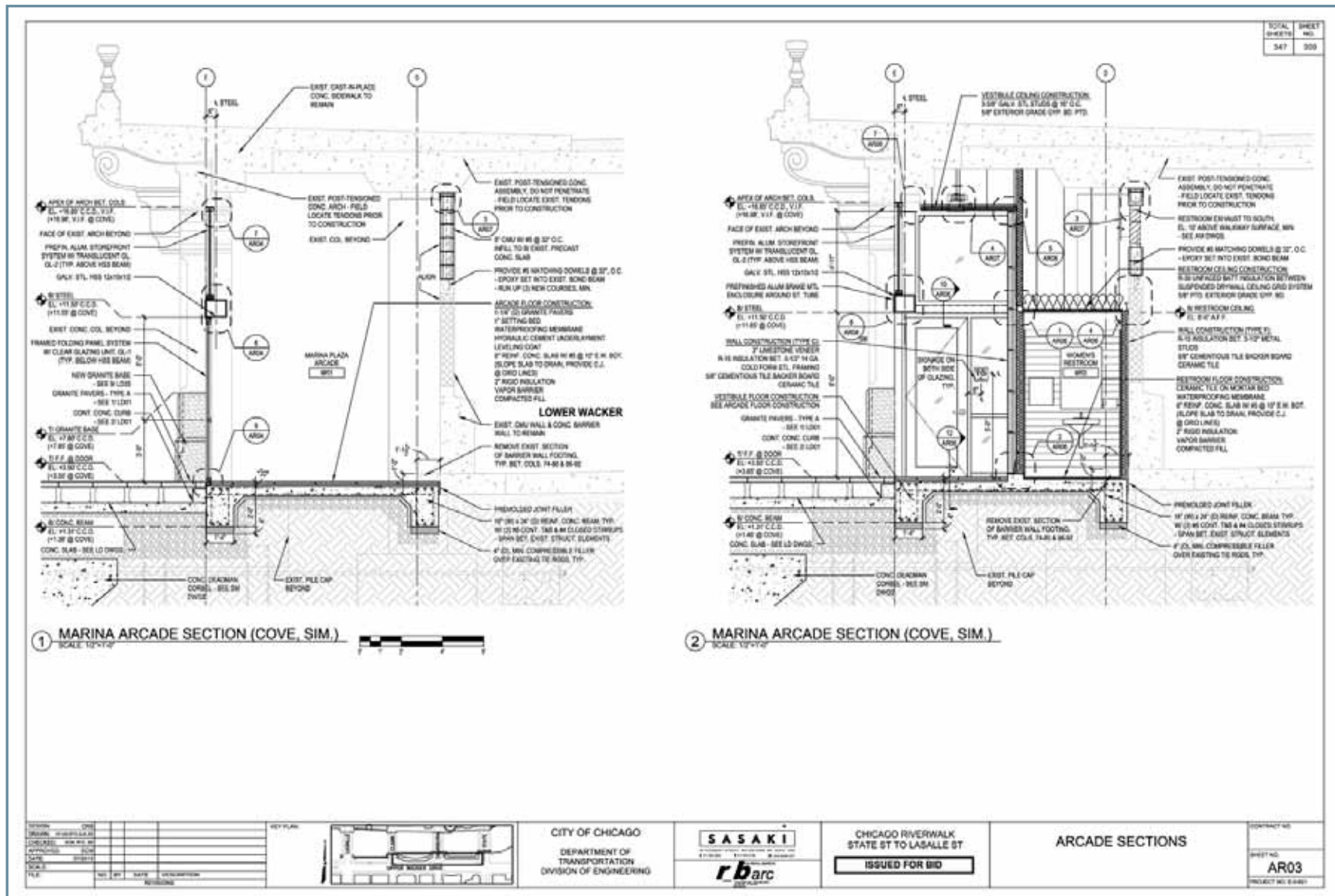
SHEET NO.
307

PHASE 2



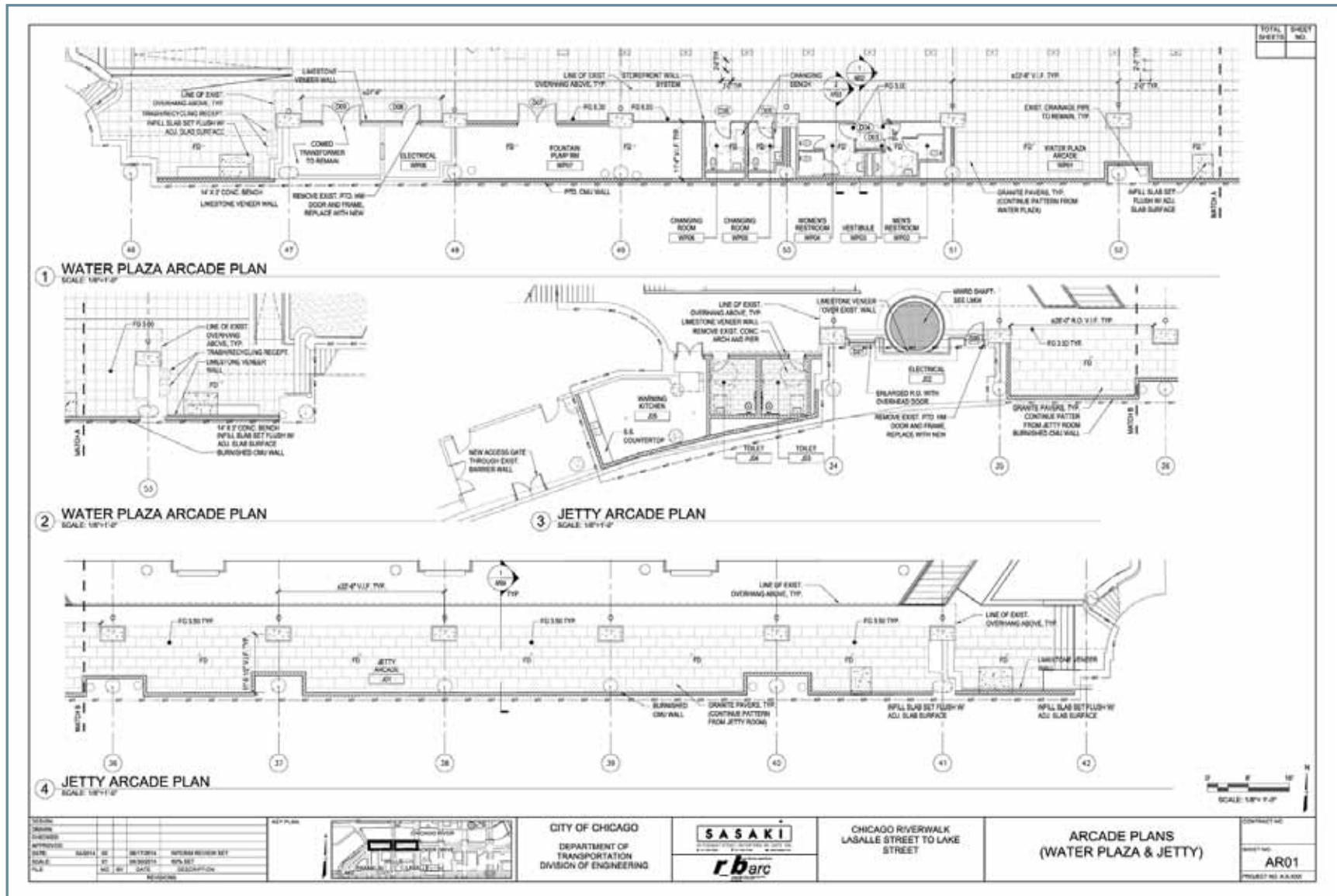
All dimensions and configurations shown are approximate and subject to change.

PHASE 2



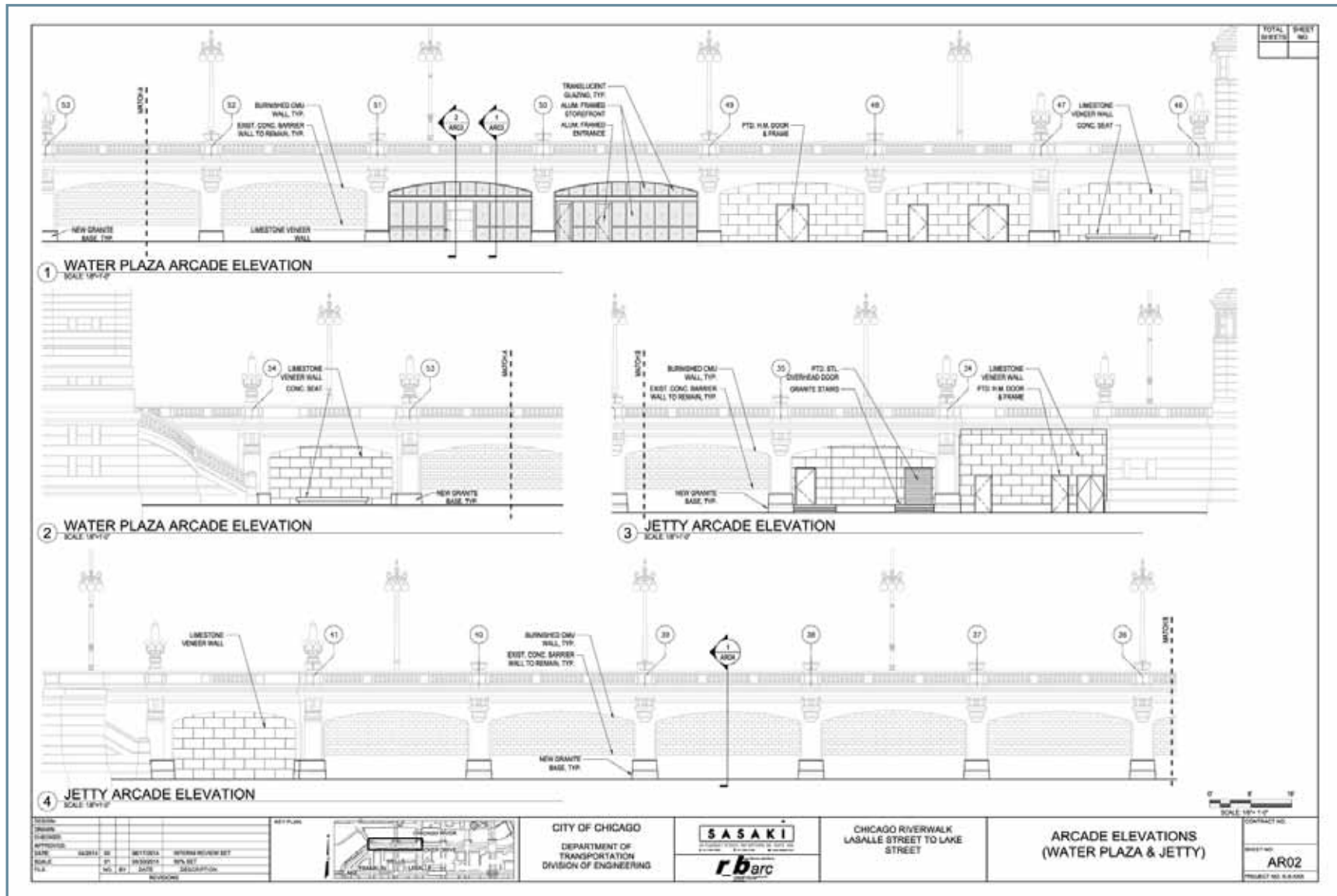
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PHASE 3



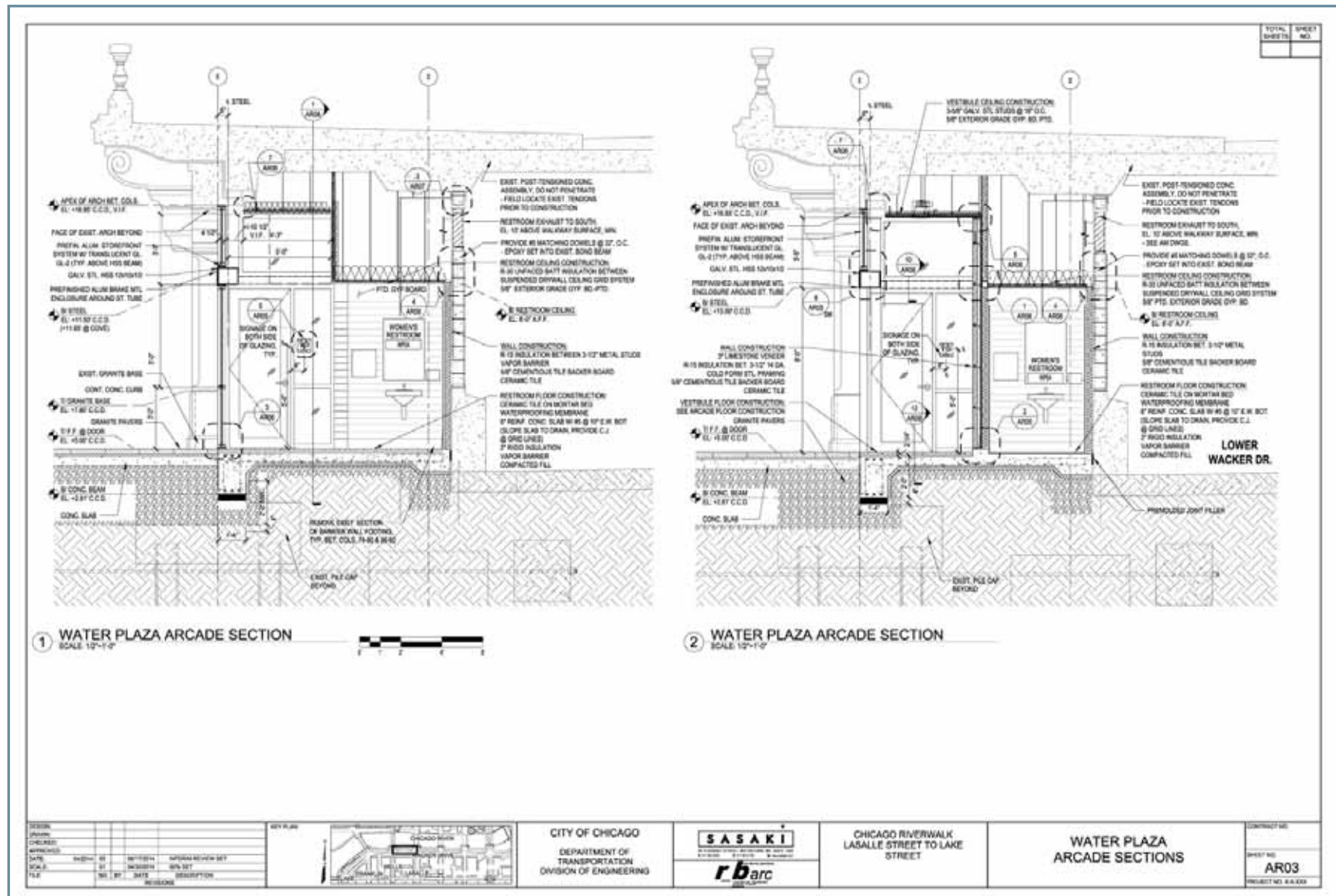
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PHASE 3



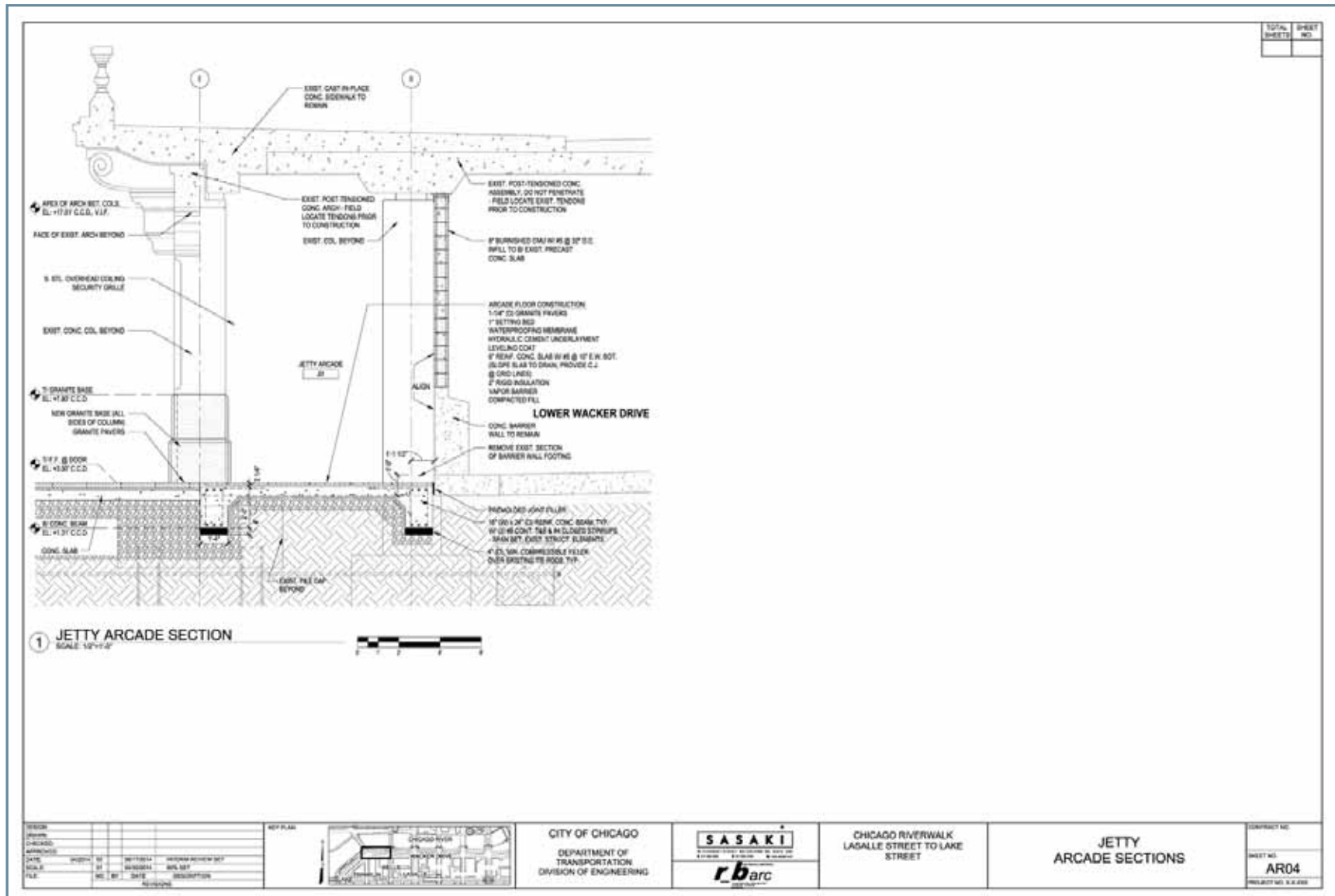
All dimensions and configurations shown are approximate and subject to change.

PHASE 3



All dimensions and configurations shown are approximate and subject to change.

PHASE 3



All dimensions and configurations shown are approximate and subject to change.

LOCATION 1

Access to this location is from west bound Lower Wacker Drive.



WEST ON LOWER WACKER, APPROACHING ACCESS POINT



WEST ON LOWER WACKER, ACCESS POINT



ENTRY TO LOADING AREA



LOADING AREA

LOCATION 2



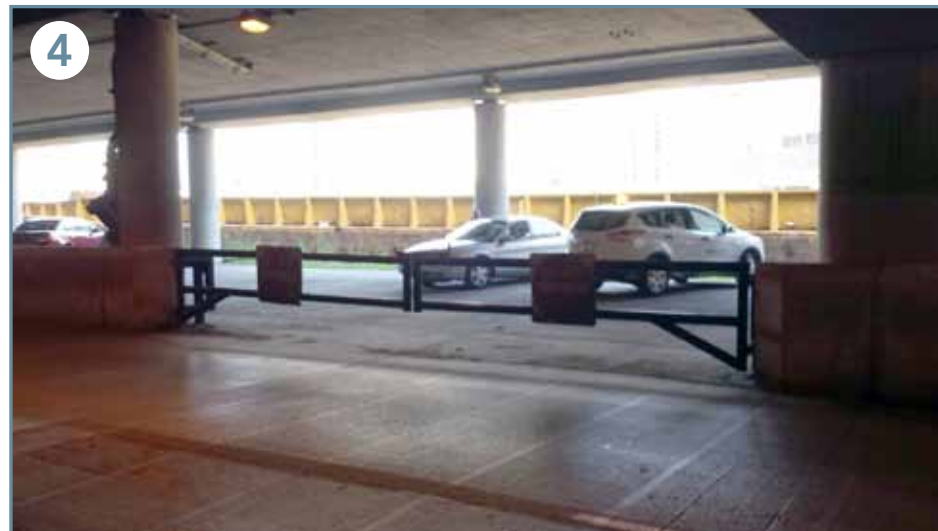
1 WEST ON LOWER WACKER, APPROACHING WEST ACCESS POINT



2 WEST ON LOWER WACKER, WEST ACCESS POINT



3 WEST ACCESS POINT



4 EAST ACCESS POINT

DOCKING PLAN - OVERVIEW

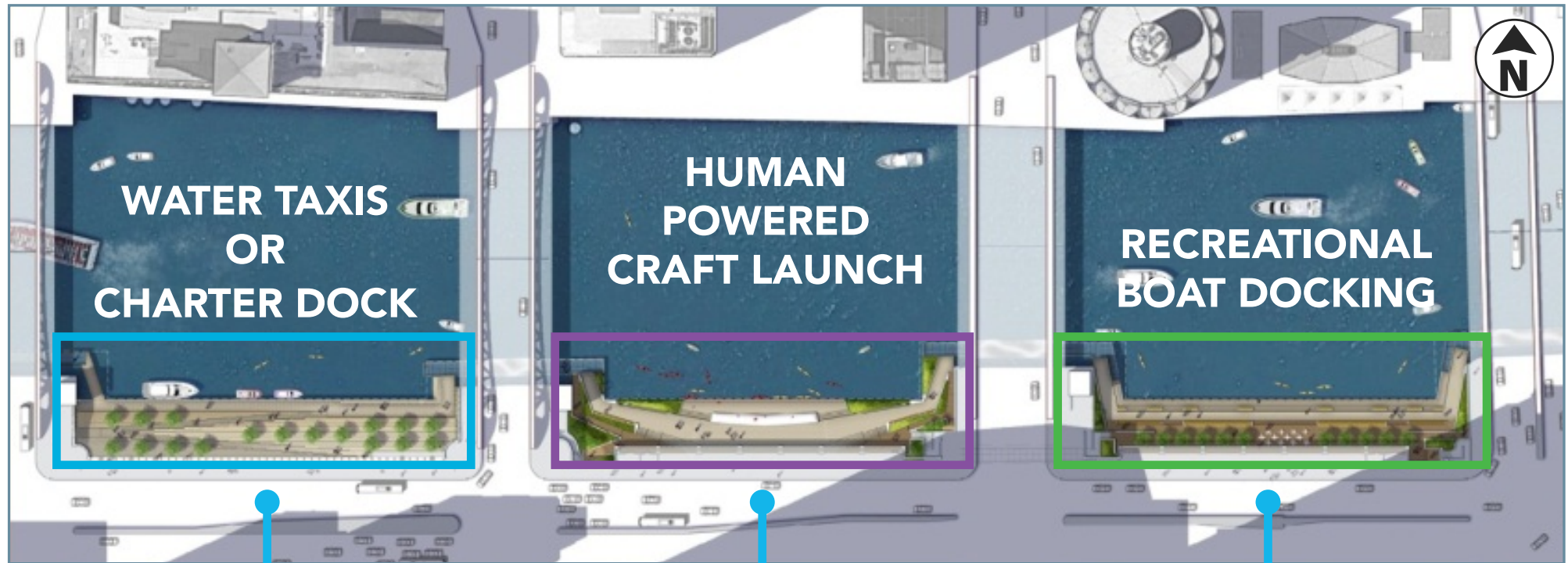


- TOUR BOATS / WATER TAXIS
- PRIVATE DOCK
- NO DOCKING

- HUMAN POWERED CRAFT
- RECREATIONAL BOATS

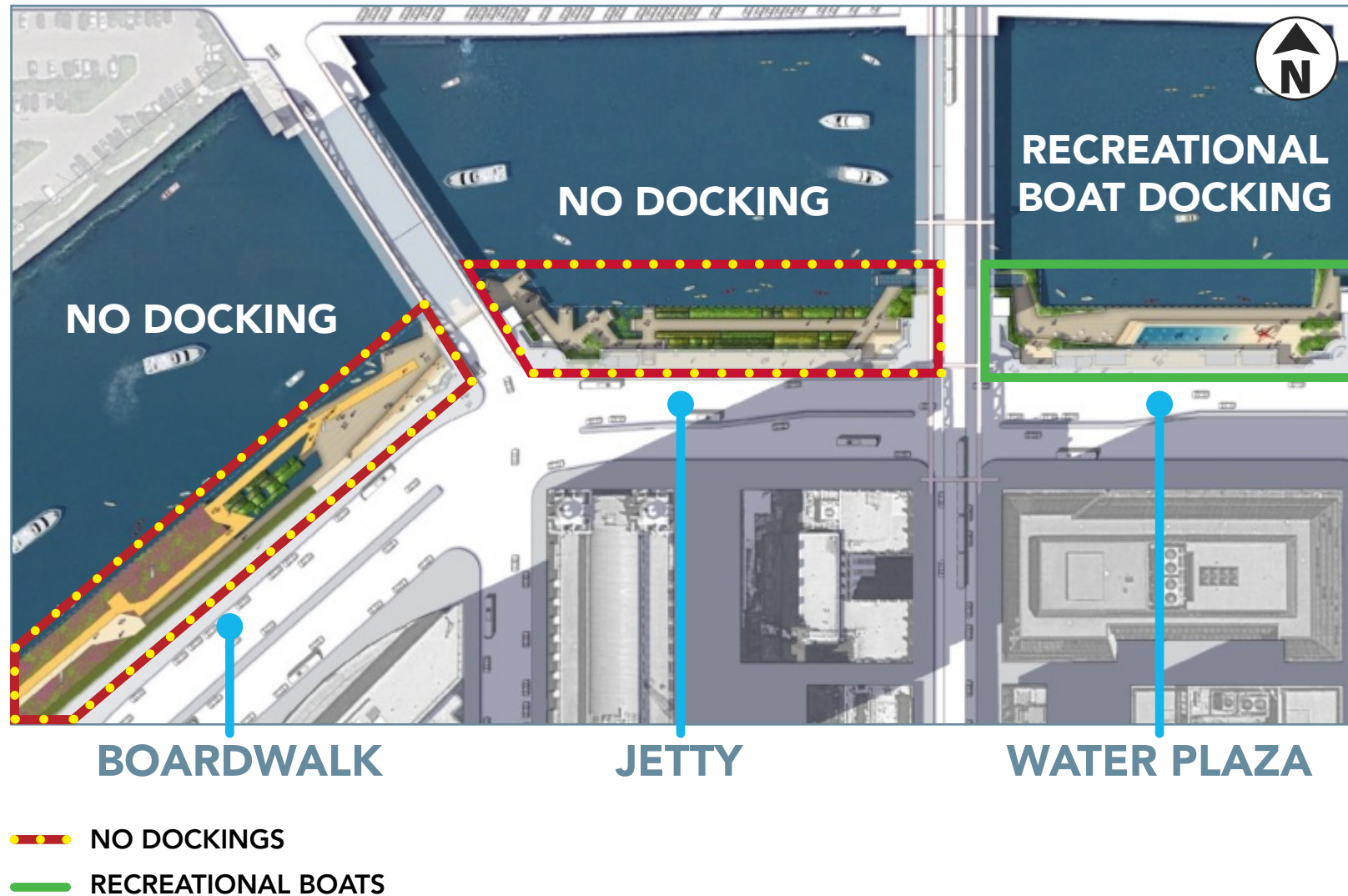
- ELECTRIC BOATS + MARINA
- HUMAN POWERED CRAFT LOCATION

DOCKING PLAN - EAST DETAIL

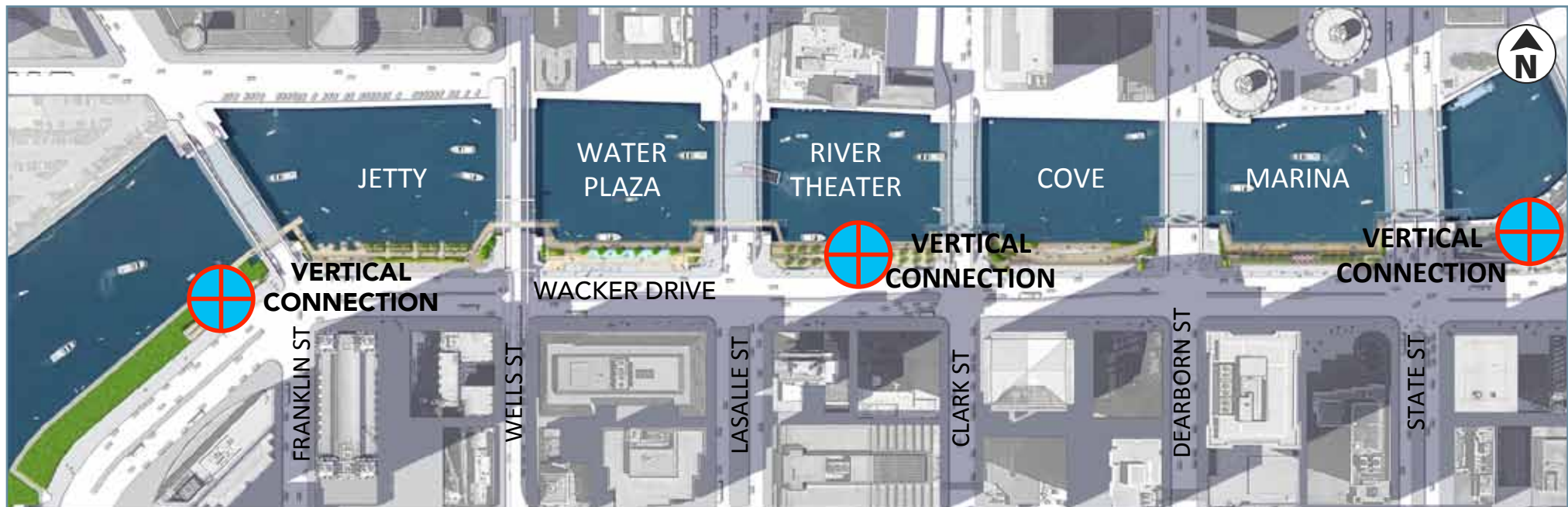


- TOUR BOATS / WATER TAXIS
- HUMAN POWERED CRAFTS
- RECREATIONAL BOATS

DOCKING PLAN - WEST DETAIL



RIVERWALK DETAIL



VERTICAL CONNECTION - ADA ACCESS RAMPS BETWEEN RIVERWALK AND UPPER WACKER DRIVE

ADA VERTICAL ACCESS POINTS ARE SHOWN AT 3 LOCATIONS. IN ADDITION, THERE ARE TWO SETS OF STAIRS PER BLOCK AT EACH BRIDGE.

CHICAGO RIVERWALK



ATTACHMENT B: CHICAGO PARK DISTRICT CONCESSIONAIRE GROSS REVENUES FROM SALES

Concessionaire	2010	2011	2012	2013
Bike Chicago (lower)	\$92,506.00	\$88,233.00	\$61,505.00	\$14,288.00
Bike Chicago (upper)	\$5,448.00	\$84,077.00	\$83,198.00	\$33,318.00
Cyrano's Café and Wine Bar	\$190,868.00	\$232,767.67	\$203,009.00	\$165,423.37
O'Brien's Riverwalk Café	\$884,493.00	\$790,435.00	\$755,743.00	\$567,314.00
Tree of Life Juice Bar				\$6,040.98
Urban Kayaks		\$63,015.97	\$286,903.00	\$294,919.19
Totals	\$1,173,315.00	\$1,258,528.64	\$1,390,358.00	\$1,081,303.54

As reported by Chicago Park District. City is unable to guarantee the accuracy of these figures.

ATTACHMENT C: GUIDING PRINCIPLES OF THE RIVERWALK

Access

Cities have historically been built along rivers because they were indispensable resources for transportation and commerce. Chicago's earliest settlement began along the Chicago River and it served as Chicago's harbor until the early 20th century; it has always been a social and economic hub.

While the Chicago River is still an important part of local and regional industry, it is also Chicago's second coastline, connecting Chicago's most recognizable landmarks and destinations. The Riverwalk project will provide unprecedented access to the River, giving Chicagoans and visitors a dynamic pathway to experience Chicago and connect to the city's many cultural, natural, and commercial assets.

- Bring people to the water
 - Maintain a continuous public walkway
 - Improve vertical circulation
 - Easy to locate and navigate
- Establish connections
 - Promote as vibrant, active link to the lakefront and other Chicago landmarks
 - Establish the Riverwalk as a connecting thread that runs through the city
- Access for everyone
 - ADA compliant
 - Improve perceived and actual safety
 - A neighborhood amenity for all to enjoy

Activation

Making the River easier to access will have a profound effect on the number of annual visitors. Seasonal programming, unique gathering spaces to host events, and leasable space for restaurants and retail will bring activity and life to the River and will bring a strong sense of place to an already historic space.

- Bring life to the River
 - Provide more seasonal public river uses
 - Ensure year round program and activity
 - Increase recreational and commercial boating
- Create space for civic gathering & diverse events
 - Promote the space for groups and entertainment functions
 - Invest in placemaking, creating unique places on the River
- Economic activation
 - Developing new opportunities along the Chicago River
 - Improve commercial functions and maximize leasable opportunities
 - Support commercial boating activity

Authenticity

The Chicago River has shaped the city and remains an important part of the downtown urban landscape. It is important that the Riverwalk work in harmony with the existing context of the city. The River is authentic Chicago, it should not feel overly manicured or scripted, but always retain a strong feeling of nature, history, and community.

- Weave the life of the River into the urban fabric of the city
 - Work in dialogue with existing urban context
 - Maintain a sense of unpredictability and encourage the unexpected
- Embrace the history of the Chicago River
 - Honor and showcase history
 - Celebrate the River's uniqueness
 - Historically & architecturally significant buildings, bridges, and bridge houses
 - Modern skyscrapers
 - Classical + industrial details + architecture
- Enhance community life
 - Outreach to residents of Downtown and River North communities
 - Utilize green and open spaces for fitness, wellness, and educational programming
 - Feature public art from local artists
- Balance local pride with tourist intrigue
 - Promote the Riverwalk as a neighborhood amenity for all Chicagoans to enjoy
 - Promote the Riverwalk to visitors as a connection point that weaves together all the best of downtown Chicago

ATTACHMENT D: EXISTING TENANTS/CONCESSIONAIRES

List of existing tenants/concessionaires:

Name	Type of Operation	Term
Bike Chicago Wabash - Upper	Bike rental concession	Expires December 2014
Bike Chicago Wabash - Lower	Bike rental concession	Expires December 2014
Cyrano's Café and Wine Bar	Food and beverage concession	Expires December 2014.
Friends of the Chicago River McCormick Bridgehouse & Chicago River Museum	Cultural attraction (lease) See Council Journal 4/9/2003, at page 106584.	10 year lease with two 10 year extension options, currently in first option term which expires 2023.
O'Brien's Riverwalk Café	Food and beverage concession	Expires December 2014.
Tree of Life Juice Bar	Food and beverage concession	Expires December 2014
Urban Kayaks	Kayak rental concession	Expires December 2014.

ATTACHMENT E: RIVERWALK ADVERTISING POLICY

City of Chicago Advertising Policy for the Riverwalk

The City does not intend to create a public forum with Riverwalk advertising. Advertising or promotional materials displayed on the Riverwalk or Riverwalk Kiosks shall be appropriate for display to the general public of all ages and may not contain material or information that:

1. is false, misleading, or deceptive;
2. is libelous or defamatory;
3. promotes unlawful or illegal products, services or activities;
4. infringes on any copyright, trade or service mark, patent, trade secret or other intellectual property right of any person or entity;
5. implies or declares an endorsement by the City of Chicago of any product, service or activity, except upon the written consent of the City of Chicago;
6. is obscene, pornographic, or sexually-explicit material, including, but not limited to, the depiction of nudity, sexual conduct, or sexual excitement;
7. promotes or depicts tobacco or tobacco-products, or their use, or advertises entities whose business is substantially derived from the sale of tobacco or tobacco products;
8. promotes or depicts alcoholic beverages or the use of alcoholic beverages if such advertisement or promotional material is within a 500-foot radius of: a school up through the level of high school, a house of worship, or a playground; or if such advertisement is on the lower plaza level of the Riverwalk between Franklin Street and Wells Street ("Jetty" block);
9. advertises entities whose business is substantially derived from the sale of firearms;
10. supports or opposes a political message, or a public issue or cause;
11. advocates imminent lawlessness or violent action, or contains graphic depictions of violence; or
12. supports or opposes a religion or religious denomination, creed, tenet or belief, atheism or agnosticism, or that contains a religious message, symbol or endorsement.

The terms “nudity” “sexual conduct” and “sexual excitement” have the same meanings herein as in 7210 ILCS 5/11-21(a) (2011) and as such law may be amended, modified or supplemented. The term “obscene” has the meaning set forth in 720 ILCS 5/11-20(b) (2011) and as such law may be amended, modified or supplemented.

The terms “nudity” “sexual conduct” and “sexual excitement” have the same meanings herein as in 7210 ILCS 5/11-21(a) (2011) and as such law may be amended, modified or supplemented. The term “obscene” has the meaning set forth in 720 ILCS 5/11-20(b) (2011) and as such law may be amended, modified or supplemented.

ATTACHMENT F: TIFIA AGREEMENT

A copy of the TIFIA loan agreement follows. Remainder of page is left blank.

**UNITED STATES
DEPARTMENT OF TRANSPORTATION**

TIFIA LOAN AGREEMENT

For Up to \$98,660,000

With

THE CITY OF CHICAGO

For the

**WACKER DRIVE RECONSTRUCTION PROJECT
(INCLUDING THE CHICAGO RIVERWALK EXPANSION)
(TIFIA – 2013-1004A)
Dated as of June 12, 2013**

Attachment F: TIFIA Agreement

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Attachment F: TIFIA Agreement

TIFIA LOAN AGREEMENT

THIS TIFIA LOAN AGREEMENT (this “Agreement”), dated as of June 12, 2013, by and between **THE CITY OF CHICAGO, a municipality and home rule unit of government duly organized and validly existing under the Constitution and the laws of the State of Illinois (the “Borrower”)**, with an address of 121 North LaSalle Street, Chicago, Illinois 60602, and the **UNITED STATES DEPARTMENT OF TRANSPORTATION, an agency of the United States of America, acting by and through the Federal Highway Administrator** (together with its successors and assigns, the “TIFIA Lender”), with an address of 1200 New Jersey Avenue, S.E., Washington, DC 20590.

RECITALS:

WHEREAS, the Congress of the United States of America has found that a well-developed system of transportation infrastructure is critical to the economic well-being, health and welfare of the people of the United States and, in furtherance thereof, has enacted the Transportation Infrastructure Finance and Innovation Act of 1998 (“TIFIA”), § 1501 et seq. of Public Law 105-178 (as amended by the Public Law 105-206, Public Law 109-59 and Public Law 112 141) (the “Act”), as codified as 23 U.S.C. § 601, et seq.;

WHEREAS, Section 603 of the Act authorizes the TIFIA Lender to enter into agreements with one or more obligors to make secured loans;

WHEREAS, the Borrower has requested that the TIFIA Lender make the TIFIA Loan (as defined herein) in a principal amount not to exceed \$98,660,000 (the “TIFIA Loan”) to be used to pay a portion of the Eligible Project Costs (as defined herein) related to the Project (as defined herein) pursuant to an application for TIFIA credit assistance dated April 16, 2013 (the “Application”);

WHEREAS, on June 11, 2013, the Secretary (as defined herein) approved TIFIA credit assistance for the Project in the form of a direct loan in an aggregate principal amount not to exceed \$98,660,000;

WHEREAS, the Borrower agrees to repay any amount due pursuant to this Agreement and the TIFIA Bond (as defined herein) in accordance with the terms and provisions hereof and thereof; and

WHEREAS, the TIFIA Lender has entered into this Agreement in reliance upon, among other things, the Feasibility and Impact Study (as defined herein), and the Base Case Projections (as defined herein) delivered by the Borrower.

NOW, THEREFORE, the premises being as stated above, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged to be adequate, and intending to be legally bound hereby, it is hereby mutually agreed by and between the Borrower and the TIFIA Lender as follows:

SECTION 1. Definitions. Unless the context otherwise requires, capitalized terms used in this Agreement shall have the meanings set forth below in this Section 1 or as otherwise

Attachment F: TIFIA Agreement

defined in this Agreement. Any term used in this Agreement which is defined by reference to any other agreement shall continue to have the meaning specified in such agreement on the date hereof whether or not such agreement remains in effect.

“2013 Series Ordinance” means the 2013 Series and Supplemental Ordinance Authorizing the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013 and Motor Fuel Tax TIFIA Revenue Bond(s) and Certain Amendments to the General Ordinance, adopted by the City Council on March 13, 2013 in accordance with the provisions of the General Ordinance approving and authorizing, among other things, the execution, delivery and sale of the TIFIA Bond to the TIFIA Lender.

“Account or Accounts” has the meaning set forth in the General Ordinance.

“Act” means the Transportation Infrastructure Finance and Innovation Act of 1998, § 1501 et seq. of Public Law 105-178 (as amended by the Public Law 105-206, Public Law 109-59 and Public Law 112 141), as codified as 23 U.S.C. § 601, et seq.

“Additional City Revenues” means those certain revenues to be collected by the Borrower and deposited in the Additional City Revenue Fund pursuant to the Municipal Code and the General Ordinance commencing on the date of publication of the 2013 Series Ordinance and continuing until such time as (i) (a) the TIFIA Bond is no longer outstanding and (b) the Borrower has paid all other amounts due under this Agreement, or (ii) with the written consent of the TIFIA Lender, among other things, the General Ordinance and the Municipal Code are amended to provide otherwise.

“Additional City Revenue Fund” means the Additional City Revenue Fund established in Section 601 of the General Ordinance.

“Additional Project Contracts” means any Concession Agreement and any contract, agreement, letter of intent, understanding or instrument entered into by the Borrower after the execution and delivery of this Agreement, providing for the design, construction, testing, safety, and financial services of the Riverwalk Expansion Phases 2 and 3, or otherwise relating to the Riverwalk Expansion Phases 2 and 3 or the Pledged Revenues; provided, however, that a contract or agreement shall not constitute an Additional Project Contract: (i) if not related to the Riverwalk Expansion Phases 2 and 3 or the Pledged Revenues; or (ii) if entered into (A) in the ordinary course of business in connection with the furnishing of goods or the performance of services related to the Riverwalk Expansion Phases 2 and 3 or (B) for necessary Project-related expenditures; or (iii) if it commits the Borrower to spend, or is reasonably expected to involve expenditures by the Borrower in one contract or a series of related contracts of, no more than \$1,000,000 in the aggregate for any such contract or series of related contracts; or (iv) if it is for a term not exceeding two years; or (v) if for contracts of City-wide application and not applicable primarily to the Riverwalk Expansion Phases 2 and 3 or the Pledged Revenues.

“Administrator” means the Administrator of the FHWA.

“Agreement” has the meaning provided in the preamble hereto.

Attachment F: TIFIA Agreement

“Annual Maintenance Budget” means the Annual Maintenance Budget of the Borrower submitted in accordance with Section 21(b)(iii).

“Anticipated TIFIA Loan Disbursement Schedule” means the schedule set forth as Exhibit B to this Agreement, as such schedule may be amended from time-to-time pursuant to Section 4.

“Authorized Officer” means any official authorized to execute documents in furtherance of the TIFIA Loan as set forth in Section 1105 of the 2013 Series Ordinance.

“Bankruptcy Related Event” means (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its debts, or of a substantial part of the assets of the Borrower, under any Insolvency Law, or (ii) the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower for a substantial part of the assets of the Borrower, and, in any case referred to in the foregoing subclauses (i) and (ii), such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; or (b) the Borrower shall (i) apply for or consent to the appointment of a receiver, trustee, liquidator, custodian, sequestrator, conservator or similar official for the Borrower or for a substantial part of the assets of the Borrower, or (ii) generally not be paying its debts as they become due unless such debts are the subject of a bona fide dispute, or become unable to pay its debts generally as they become due, or (iii) make a general assignment for the benefit of creditors, or (iv) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition with respect to it described in clause (a) of this definition, or (v) commence a voluntary proceeding under any Insolvency Law, or file a voluntary petition seeking liquidation, reorganization, an arrangement with creditors or an order for relief under any Insolvency Law, or (vi) file an answer admitting the material allegations of a petition filed against it in any proceeding referred to in the foregoing subclauses (i) through (v), inclusive, of this clause (b), or (vii) take any official action of the Borrower for the purpose of effecting any of the foregoing.

“Base Case Financial Model” means a financial model prepared by or on behalf of the Borrower forecasting the expenditures of the Riverwalk Expansion Phases 2 and 3 and the Pledged Revenues (including any Pledged Revenues and expenditures collected or incurred prior to the Effective Date) for time periods through the final maturity of the TIFIA Loan and based upon assumptions and methodology provided by the Borrower and acceptable to the TIFIA Lender which shall be provided to the TIFIA Lender as a fully functional Microsoft Excel – based financial model.

“Base Case Financial Plan” means the Financial Plan submitted within 60 days after the Effective Date as set forth in Section 20(a).

“Base Case Projections” means the forecast of expenditures for the Riverwalk Expansion Phases 2 and 3 and the Pledged Revenues prepared as of the Effective Date using the Base Case Financial Model.

Attachment F: TIFIA Agreement

“Bond” or **“Bonds”** means a Bond or Bonds as defined in the General Ordinance, including the TIFIA Bond.

“Bondholder” has the meaning set forth in the General Ordinance.

“Borrower” means the City of Chicago.

“Borrower Fiscal Year” means, (a) as of the Effective Date, the period commencing on January 1 of any calendar year and ending on December 31 of the immediately succeeding calendar year or (b) or such other fiscal year as the Borrower may hereafter adopt with prior written notice to the TIFIA Lender.

“Borrower’s Authorized Representative” means any Person designated as such pursuant to Section 24.

“Budget Director” means the Budget Director of the Borrower.

“Business Day” means any day other than a Saturday, a Sunday or a day on which offices of the Government or the City are authorized to be closed or on which commercial banks are authorized or required by law, regulation or executive order to be closed in New York, New York or Chicago, Illinois.

“Capitalized Interest Period” means the period beginning on the Effective Date and ending on December 31, 2017.

“Categorical Exclusion” has the meaning set forth in the National Environmental Policy Act of 1969.

“Chicago Riverwalk Expansion” means the Riverwalk Expansion Phases 2 and 3.

“Chief Financial Officer” means the Chief Financial Officer of the Borrower.

“City Council” means the City Council of the Borrower.

“Concession Agreements” means certain agreements between the Borrower (or any project manager, agent or other representative of the Borrower engaged to provide services related to activities which generate Additional City Revenues) and certain concessionaires and relating to Additional City Revenues.

“Construction Agreement” means such contract or contracts providing for the construction, supervision and/or engineering of the Riverwalk Expansion Phases 2 and 3, entered into or to be entered into between the Borrower and any Construction Contractor, and any replacement contracts entered into by the Borrower following any termination of such agreement, each in a form approved by the FHWA Illinois Division office.

“Construction Contractor” means the party to each Construction Agreement with the Borrower.

Attachment F: TIFIA Agreement

“Construction Period” means the period commencing with the delivery of the notice to proceed with respect to work on the Riverwalk Expansion Phases 2 and 3, and ending on the Substantial Completion Date.

“Construction Schedule” means the schedule or schedules on which the proposed construction timetables for elements of the Riverwalk Expansion Phases 2 and 3 are set forth, attached as Schedule II to this Agreement, as the same may be amended from time to time in accordance with Section 18(a)(iv) or Section 20(a)(ii), as applicable.

“Covenant Default” has the meaning set forth in Section 18(a)(vi).

“CPI” means the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100 (not seasonally adjusted), or its successor, published by the Bureau of Labor Statistics, with, unless otherwise specified herein, January 2013 as the base period.

“Credit Support Instrument” has the meaning set forth under the General Ordinance.

“Debt Service” means, with respect to any Bonds, for any period, as of any date of calculation, an amount equal to the sum (without duplication) of the aggregate amount of principal and interest scheduled to become due and payable in such period on all Bonds then outstanding (by scheduled maturity, mandatory redemption or otherwise), less any amounts of that principal or interest to be paid during such period from (1) the proceeds of Bonds, or (2) money or Government Obligations set aside in a Fund held by the Trustee and pledged irrevocably for the purpose of paying that principal or interest on such Bonds, subject to the provisions of Section 6 hereof.

“Debt Service Fund” has the meaning set forth in the General Ordinance.

“Debt Service Payment Commencement Date” means July 1, 2015.

“Debt Service Reserve Account” means any Account within the Debt Service Reserve Fund established for any series of Bonds pursuant to the General Ordinance.

“Debt Service Reserve Fund” has the meaning set forth in the General Ordinance.

“Design Agreement” means such contract or contracts providing for the design of the Project, entered into or to be entered into between the Borrower and a project architect or engineer, and any replacement contracts entered into by the Borrower following any termination of such agreement, each in a form approved by the FHWA Illinois Division office.

“Development Default” has the meaning set forth in Section 18(a)(iv).

“Effective Date” means June 12, 2013.

“Eligible Project Costs” means amounts identified as Eligible Project Costs in the Project Budget attached to this Agreement as Schedule I, substantially all of which are paid by or

Attachment F: TIFIA Agreement

for the account of the Borrower in connection with the Project, which may include prior Project expenditures, as approved by the TIFIA Lender, all of which shall arise from the following:

- (a) development phase activities, including planning, feasibility analysis, revenue forecasting, environmental review, permitting, preliminary engineering and design work, and other preconstruction activities;
- (b) construction, reconstruction, rehabilitation, replacement, and acquisition of real property (including land related to the Project and improvements to land), environmental mitigation, construction contingencies, and acquisition of equipment; and
- (c) capitalized interest necessary to meet market requirements, reasonably required reserve funds, capital issuance expenses, and other carrying costs during construction;

“Event of Default” has the meaning set forth in Section 18.

“Excess Additional City Revenues” means the amount of Additional City Revenues on deposit in the Additional City Revenue Fund each month immediately prior to the Trustee making all transfers to the Accounts in the Debt Service Fund and the Debt Service Reserve Fund required to be made by the General Ordinance, less all such transfers to be made to such Accounts that month by the Trustee.

“Excess Motor Fuel Tax Revenues” means the amount of Motor Fuel Tax Revenues on deposit in the Motor Fuel Tax Revenue Fund each month immediately prior to the Trustee making all transfers to the Accounts in the Debt Service Fund and the Debt Service Reserve Fund required to be made by the General Ordinance, less all such transfers to be made to such Accounts that month by the Trustee.

“Excess Revenues” means, collectively, the Excess Additional City Revenues and the Excess Motor Fuel Tax Revenues.

“Feasibility and Impact Study” means the Chicago Riverwalk Expansion Feasibility and Impact Study dated April 25, 2013, prepared by Hunden Strategic Partners, and any amendments, supplements and updates thereto.

“Federal System for Awards Management” means the official online registrant database for the U.S. Federal Government responsible for collecting, validating, storing and disseminating data in support of agency acquisition and award missions.

“FHWA” means the Federal Highway Administration, an agency of USDOT.

“FHWA Illinois Division Office” means the Illinois Division Office of the FHWA.

“Final Calculation Date” has the meaning set forth in Section 9 of this Agreement.

“Final Maturity Date” means January 1, 2048.

Attachment F: TIFIA Agreement

“Financial Plan” means (i) the Base Case Financial Plan and (ii) the annual updates thereto required pursuant to Section 20(a) of this Agreement.

“Financing Documents” means this Agreement as it may be amended or supplemented from time to time in accordance with its terms.

“Fund” or **“Funds”** has the meaning set forth in the General Ordinance.

“GASB” means generally accepted accounting principles for state and local governments, which are the uniform minimum standards of and guidelines for financial accounting and reporting prescribed by the Governmental Accounting Standards Board.

“General Ordinance” means the Ordinance adopted by the City Council on November 28, 1990, as supplemented or amended by the 2013 Series Ordinance and by any other Series Ordinance as defined in the General Ordinance.

“Government” means the United States of America and its departments and agencies.

“Government Obligations” means (a) direct obligations of, or obligations the principal of and the interest on which are unconditionally guaranteed by, the Government, (b) bonds, debentures or notes issued by any of the following Federal Agencies: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Banks, Export-Import Bank of the United States, Government National Mortgage Association or Federal Land Banks, (c) obligations issued or guaranteed by an agency of the United States of America or Person controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress, and (d) evidences of ownership of proportionate interests in future interest or principal payments on obligations specified in clauses (a), (b) and (c) of this definition held by a bank or trust company as custodian and which underlying obligations are not available to satisfy any claim of the custodian or any Person claiming through the custodian or to whom the custodian may be obligated.

“Governmental Approval” means all authorizations, consents, approvals, waivers, exceptions, variances, filings, permits, orders, licenses, exemptions and declarations of or with any Governmental Authority.

“Governmental Authority” means any federal, state, provincial, county, city, town, village, municipal or other government or governmental department, commission, council, court, board, bureau, agency, authority or instrumentality (whether executive, legislative, judicial, administrative or regulatory), of or within the United States of America or its territories or possessions, including, without limitation, the State and its counties and municipalities, and their respective courts, agencies, instrumentalities and regulatory bodies, or any entity that acts “on behalf of” any of the foregoing, whether as an agency or authority of such body.

“Interest Rate Hedge Agreement” means an Interest Rate Hedge Agreement as defined in the 2013 Series Ordinance and consented to by the TIFIA Lender.

“Investment Grade Rating” means a rating assigned by a Nationally Recognized Rating Agency which is no lower than BBB minus or Baa3.

Attachment F: TIFIA Agreement

“License Agreements” means certain License Agreements between the City of Chicago Department of Transportation, on behalf of the Borrower, and certain tour boat operators regarding docking of tour boats, as further described in Schedule III hereof.

“Lien” means any mortgage, pledge, hypothecation, assignment, mandatory deposit arrangement, encumbrance, lien (statutory or other), or preference, priority or other security agreement of any kind or nature whatsoever, including, without limitation, any sale-leaseback arrangement, any conditional sale or other title retention agreement, any financing lease having substantially the same effect as any of the foregoing, and the filing of any financing statement or similar instrument under applicable law.

“Loan Amortization Schedule” means the Loan Amortization Schedule attached as Appendix Two to the TIFIA Bond, a copy of which is attached hereto as Exhibit A, delivered pursuant to Section 9(e), as amended from time-to-time in accordance with Section 7 and Section 9(e).

“Material Adverse Effect” means a material adverse change in (a) the Project or the Pledged Revenues, (b) the ability of the Borrower to perform or comply with any of its material obligations under the Financing Documents, the General Ordinance or the Principal Project Contracts to which it is a party, (c) the validity or priority of the TIFIA Lien, or (d) the TIFIA Lender’s rights or benefits available under the Financing Documents or the General Ordinance.

“MFT Act” means Ill. Rev. Stat., Ch. 120, Paragraph 417, et seq.

“Misrepresentation Default” has the meaning set forth in Section 18(a)(v).

“Motor Fuel Tax Revenues” means, as set forth in the General Ordinance, the amount paid to or on behalf of the Borrower from the Motor Fuel Tax Fund in the Treasury of the State of Illinois pursuant to Section 424 of the MFT Act.

“Motor Fuel Tax Revenue Fund” means the Motor Fuel Tax Revenue Fund established in Section 601 of the General Ordinance.

“Municipal Code” means the Municipal Code of Chicago, as amended from time to time.

“Nationally Recognized Rating Agency” means Standard & Poor’s Ratings Services, Moody’s Investors Services, Inc., Fitch Ratings or another nationally recognized statistical rating organization, identified by the Securities and Exchange Commission.

“OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury and its successors.

“Outstanding TIFIA Loan Balance” means the aggregate principal amount drawn by the Borrower and then outstanding with respect to the TIFIA Loan, as determined in accordance with Section 7.

“Payment Date” means each Semi-Annual Payment Date.

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“Payment Default” has the meaning set forth in Section 18(a)(i).

“Permitted Debt” means any bond, note, certificate, warrant, lease, contract or other financial obligation or security of the Borrower that is not secured, in whole or in part, by Pledged Revenues, and the following obligations that are secured by Pledged Revenues:

- (a) any outstanding Bonds;
- (b) the Series 2013 Bonds, as authorized in the 2013 Series Ordinance;
- (c) any Additional Bonds, as authorized by the General Ordinance and approved in writing by the TIFIA Lender;
- (d) the TIFIA Loan and the TIFIA Bond; and
- (e) indebtedness incurred in respect of any Interest Rate Hedge Agreement and approved in writing by the TIFIA Lender.

“Permitted Investments” means, with respect to the investment of amounts on deposit in accounts and subaccounts referred to in Section 8(d) of this Agreement, and the TIFIA Debt Service Account:

- (e) Government Obligations;
- (f) certificates of deposit where the certificates are collaterally secured by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the certificates of deposit so secured, including interest, but this collateral is not required to the extent the certificates of deposit are insured by an agency of the Government;
- (g) repurchase agreements when collateralized by securities of the type described in clause (a) of this definition and held by a third party as escrow agent or custodian, of a market value not less than the amount of the repurchase agreement so collateralized, including interest;
- (h) money market funds that invest solely in obligations of the United States, its agencies and instrumentalities, and having a rating by a Nationally Recognized Rating Agency at least equivalent to, or higher than, the rating of the United States Government; and
- (i) collateralized investment agreements or other contractual agreements with corporations, financial institutions or national associations within the United States, provided that the senior long term debt of such corporations, institutions or associations is rated AA or its equivalent by a Nationally Recognized Rating Agency.

“Permitted Liens”, with respect to the Pledged Revenues or the Riverwalk Expansion Phases 2 and 3, to the extent also permitted in the General Ordinance, means:

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- (j) Liens imposed pursuant to the TIFIA Loan Documents;
- (k) Liens imposed pursuant to the General Ordinance;
- (l) Liens imposed by law for taxes that are not yet due or are being contested in compliance with Section 15(t);
- (m) pledges and deposits made in the ordinary course of business in compliance with workers' compensation, unemployment insurance, and other social security laws or regulations;
- (n) deposits to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature, in each case in the ordinary course of business;
- (o) judgment liens in respect of judgments that do not constitute an Event of Default under Section 18(a)(vii);
- (p) easements, zoning restrictions, rights-of-way and similar encumbrances on real property imposed by law or arising in the ordinary course of business that do not secure any monetary obligations and do not materially detract from the value of the affected property or interfere with the ordinary conduct of business of the Borrower;
- (q) any Lien on any property or asset of the Borrower existing on the Effective Date hereof; provided that (i) such Lien shall not apply to any other property or asset of the Borrower and (ii) such Lien shall secure only those obligations which it secures on the Effective Date hereof and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof;
- (r) any Lien existing on any property or asset prior to the acquisition thereof by the Borrower; provided that (i) such Lien is not created in contemplation of or in connection with such acquisition, (ii) such Lien shall not apply to any other property or assets of the Borrower and (iii) such Lien shall secure only those obligations which it secures on the date of such acquisition, and extensions, renewals and replacements thereof that do not increase the outstanding principal amount thereof; and
- (s) purchase money security interests in real property, improvements thereto or equipment acquired on or after the Effective Date hereof (or, in the case of improvements, constructed) by the Borrower, provided that (i) such security interests secure indebtedness for borrowed money permitted by Section 15(a), (ii) such security interests are incurred, and the indebtedness secured thereby is created, within 90 days after such acquisition (or construction), (iii) the indebtedness secured thereby does not exceed the fair market value of such real property, improvements or equipment at the time of such acquisition (or construction) and (iv) such security interests do not apply to any other property or assets (other than accessions to such real property, improvements or equipment) of the Borrower.

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“Person” means and includes an individual, a general or limited partnership, a joint venture, a corporation, a limited liability company, a trust, an unincorporated organization and any Governmental Authority.

“Pledged Revenues” means Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness as set forth in the General Ordinance, and the Additional City Revenues, each as pledged by the Borrower in the 2013 Series Ordinance to pay and secure Bonds.

“Principal Project Contracts” means the Construction Agreement, Design Agreement, any contract entered into by the Borrower required under a Construction Agreement executed on or prior to the Effective Date and requiring payments by the Borrower in excess of \$1,000,000 (inflated annually by CPI) per annum, any other contract entered into by the Borrower relating to the Riverwalk Expansion Phases 2 and 3 designated as a Principal Project Contract by the TIFIA Lender and the Borrower, and any document that replaces or supplements any of the foregoing agreements.

“Project” means Phase II and Phase III of the Wacker Drive Reconstruction Project (as described in the Application), including (i) improvements to the North-South portion of Wacker Drive (Phase II) and (ii) the Riverwalk Expansion (Phase III) which is divided into (a) Phase 1 from Michigan Avenue to State Street, and (b) the Riverwalk Expansion Phases 2 and 3.

“Project Budget” means the budget for the Project in the aggregate amount of \$419,493,352 attached to this Agreement as Schedule I showing a summary of all Eligible Project Costs and the estimated sources and uses of funds for the Project, as amended from time-to-time with the approval of the TIFIA Lender.

“Project Costs” means (a) the costs paid or incurred (to the extent paid, such costs shall be reimbursed to the Person who paid such costs) or to be paid or incurred by the Borrower in connection with or incidental to the acquisition, design, construction and equipping of the Project, including legal, administrative, engineering, planning, design, insurance and financing costs, provided such costs were expended no earlier than January 1, 2004; (b) amounts, if any, required by the General Ordinance to be paid into any Fund or Account upon the incurrence of Bonds; (c) payments when due (whether at the maturity of principal, the due date of interest, or upon optional or mandatory prepayment) on any indebtedness of the Borrower (other than the TIFIA Loan) incurred for the Project; (d) costs of equipment and supplies and initial working capital and reserves required by the Borrower for the commencement of operation of the Project, including general administrative expenses and overhead of the Borrower other than to the extent such amounts constitute direct or indirect costs unallowable to the Borrower and its contractors under 18 C.F.R. Part 31; and (e) the repayment of obligations incurred by the Borrower, the proceeds of which obligations were used to pay items (a) through (d) of this definition.

“Project Oversight Agreement” means the Riverwalk Expansion Project Oversight Agreement, developed in partnership with the FHWA Illinois Division Office, attached as Exhibit F and incorporated herein.

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“Related Documents” means the TIFIA Loan Documents, any Interest Rate Hedge Agreement, the Project Oversight Agreement, the Principal Project Contracts and any Additional Project Contracts.

“Reserve Fund Credit Instrument” means a Reserve Fund Credit Instrument as defined in the General Ordinance.

“Remedial Plan” has the meaning set forth in Section 18(a)(iv).

“Requisition” has the meaning provided in Section 4.

“Riverwalk Expansion Phases 2 and 3” means Phases 2 and 3 of Riverwalk Expansion Phase III from the eastern right-of-way line of State Street to the northern right-of-way line of Lake Street, consisting of, among other things, the creation of a continuous promenade along the south bank of the Chicago River from Lake Shore Drive to Lake Street in order to provide a link between the Loop, the Lakefront and Navy Pier and to develop opportunities for enhanced transportation amenities.

“Secretary” means the United States Secretary of Transportation.

“Semi-Annual Payment Date” means each January 1 and July 1 or if such day is not a Business Day, then the Business Day following such January 1 or July 1.

“Servicer” means such entity or entities as the TIFIA Lender shall designate from time-to-time to perform, or assist the TIFIA Lender in performing, certain duties hereunder.

“State” means the State of Illinois.

“Substantial Completion” means the completion and opening of the Project in its entirety.

“Substantial Completion Date” means the date on which the Project has achieved Substantial Completion, as specified in the Base Case Projections, as such date may be revised as reflected in a Financial Plan pursuant to clause (ii) of Section 20(a) hereof.

“Surplus ACR Amount” means an amount equal to the amount of Additional City Revenues on deposit in the Additional City Revenue Fund each month immediately prior to the Trustee making all transfers to the Accounts in the Debt Service Fund and the Debt Service Reserve Fund required to be made pursuant to the General Ordinance less amounts required, pursuant to the General Ordinance, to be transferred in such month in the TIFIA Debt Service Account and the TIFIA Debt Service Reserve Account.

“TIFIA Bond” means any Bond in substantially the form of Exhibit A issued by the Borrower to the TIFIA Lender pursuant to the 2013 Series Ordinance to evidence the payment obligations of the Borrower on the TIFIA Loan.

“TIFIA Debt Service” means, with respect to any Payment Date occurring after the Debt Service Payment Commencement Date, the principal and/or interest required to be paid on the

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TIFIA Loan on such Payment Date as shown on Exhibit G in accordance with the provisions of Sections 7 and 9(c).

“TIFIA Debt Service Account” means the TIFIA Bond(s) Account created pursuant to and designated as such in Section 603 of the 2013 Series Ordinance.

“TIFIA Debt Service Reserve Account” means the TIFIA Debt Service Reserve Account created pursuant to and designated as such in Section 605 of the 2013 Series Ordinance.

“TIFIA Debt Service Reserve Requirement” means \$6,572,682, which shall be on deposit in the TIFIA Debt Service Reserve Account no later than the end of the sixth calendar year following the Effective Date, in accordance with the provisions of Section 15(n) hereof.

“TIFIA Default Rate” means an interest rate of 200 basis points above the TIFIA Interest Rate.

“TIFIA Interest Rate” has the meaning set forth in Section 6.

“TIFIA Lender” means USDOT, acting by and through the Administrator, and its successors and assigns.

“TIFIA Lender’s Authorized Representative” means any Person who shall be designated as such by the Administrator pursuant to Section 25.

“TIFIA Lien” means the right, pledge, charge, preference and priority with respect to Pledged Revenues granted by the Borrower under the General Ordinance to secure the TIFIA Bond and the TIFIA Loan and created without physical delivery, filing or any other act.

“TIFIA Loan” means the loan secured by the Pledged Revenues and evidenced by the TIFIA Bond and made by the TIFIA Lender to the Borrower hereunder, pursuant to the Act, in a principal amount not to exceed \$98,660,000 (excluding capitalized interest), to be used to pay Eligible Project Costs of this Agreement.

“TIFIA Loan Documents” means this Agreement and the TIFIA Bond.

“Total Debt Service Coverage Ratio” means, for any Borrower Fiscal Year, the ratio of Pledged Revenues for such Borrower Fiscal Year to the sum of Debt Service for all Bonds for such Borrower Fiscal Year.

“Trustee” means the Trustee under the General Ordinance. The Trustee as of the Effective Date is Amalgamated Bank of Chicago.

“Uncontrollable Force” means any cause beyond the control of the Borrower, including but not limited to: (a) a tornado, flood or similar occurrence, landslide, earthquake, fire or other casualty, strike or labor disturbance, freight embargo, act of a public enemy, explosion, war, blockade, terrorist act, insurrection, riot, general arrest or restraint of government and people, civil disturbance or similar occurrence, or sabotage; or act of God provided that the Borrower shall not be required to settle any strike or labor disturbance in which it may be involved or

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(b) the order or judgment of any federal, state or local court, administrative agency or governmental officer or body, if it is not also the result of willful or negligent action or a lack of reasonable diligence of the Borrower and the Borrower does not control the administrative agency or governmental officer or body; provided that the diligent contest in good faith of any such order or judgment shall not constitute or be construed as a willful or negligent action or a lack of reasonable diligence of the Borrower.

“USDOT” means the United States Department of Transportation.

SECTION 2. Interpretation. Unless the context shall otherwise require, the words “hereto,” “herein,” “hereof” and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders and vice versa. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise require. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context shall otherwise require, references to any Person shall be deemed to include such Person’s successors and permitted assigns. Unless the context shall otherwise require, references to sections, subsections, and provisions are to the applicable sections, subsections and provisions of this Agreement. The headings or titles of this Agreement and its sections, schedules or exhibits, as well as any table of contents, are for convenience of reference only and shall not define or limit its provisions. Unless the context shall otherwise require, all references to any resolution, contract, agreement, lease or other document shall be deemed to include any amendments or supplements to, or modifications or restatements or replacements of, such documents that are approved from time-to-time in accordance with the terms thereof and hereof. Every request, order, demand, application, appointment, notice, statement, certificate, consent or similar communication or action hereunder by any party shall, unless otherwise specifically provided, be delivered in writing in accordance with Section 35 and signed by a duly authorized representative of such party.

SECTION 3. TIFIA Loan Amount. The principal amount of the TIFIA Loan shall not exceed \$98,660,000 (excluding any interest that is capitalized in accordance with the terms hereof); provided, however, in no event shall the maximum principal amount of the TIFIA Loan disbursed by the TIFIA Lender, together with the amount of any other credit assistance provided under the Act, exceed 33% of Eligible Project Costs, excluding any interest that is capitalized in accordance with the terms hereof. TIFIA Loan proceeds shall be disbursed from time-to-time in accordance with Section 4.

SECTION 4. Disbursement Conditions.

(a) TIFIA Loan proceeds shall be disbursed solely to pay directly for, or to reimburse the Borrower for its prior payment of, Eligible Project Costs incurred in connection with the Project. Each disbursement of the TIFIA Loan shall be made pursuant to a requisition and certification (a “Requisition”) in the form set forth in Appendix One to Exhibit D submitted by the Borrower to, and approved by, the TIFIA Lender, all in accordance with the procedures of Exhibit D and subject to the conditions set forth therein and the additional conditions set forth below in this Section 4. Disbursements of TIFIA Loan proceeds shall be made no later than one year after the Substantial Completion Date.

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(b) Subject to the last paragraph of this Section 4, copies of each Requisition shall be delivered to the TIFIA Lender, any Servicer and the FHWA Illinois Division Office on or before the 15th day of the month preceding such month for which a disbursement is requested, or the next succeeding Business Day if such 15th day is not a Business Day. If the TIFIA Lender shall expressly approve a Requisition or shall not expressly deny a Requisition, disbursements of funds shall be made on the 1st day of the month for which a disbursement has been requested, or on the next succeeding Business Day if such 1st day is not a Business Day. Express TIFIA Lender approval or denial shall be substantially in the form attached hereto as Appendix Three to Exhibit D. In no event shall disbursements be made more than once each month. At the time of any disbursement, the sum of all prior disbursements of TIFIA Loan proceeds and the disbursement then to be made shall not exceed the cumulative disbursements through the end of the then-current year set forth in the Anticipated TIFIA Loan Disbursement Schedule, as amended from time-to-time pursuant to paragraph (c) in this Section.

(c) The Borrower may amend the Anticipated TIFIA Loan Disbursement Schedule by submitting revisions to the TIFIA Lender no later than thirty days prior to the proposed effective date thereof, a revised Anticipated TIFIA Loan Disbursement Schedule, together with a detailed explanation of the reasons for such revisions. Such revised Anticipated TIFIA Loan Disbursement Schedule shall become effective upon the TIFIA Lender's approval thereof, which approval shall not be unreasonably withheld.

(d) As conditions to the initial disbursement of the TIFIA Loan, the Borrower shall (i) deliver a certificate to the effect that the insurance requirements of Section 15(i) have been satisfied as of the Effective Date and (ii) provide the TIFIA Lender with evidence satisfactory to the TIFIA Lender that prior thereto, or simultaneously therewith, the approved metropolitan transportation improvement program of the Chicago Metropolitan Agency for Planning pursuant to 23 U.S.C. §§134 and 135 has for any purpose been amended to reflect all funding sources for the Riverwalk Expansion Phases 2 and 3, including the TIFIA Loan. Prior to the disbursement of TIFIA Loan proceeds to reimburse Eligible Projects Costs for construction incurred in connection with each phase of the Riverwalk Expansion Phases 2 and 3, the Construction Agreement relating to each phase shall have been executed and shall remain effective, and, based on the price of the each such Construction Agreement, funding shall be sufficient to complete the Riverwalk Expansion Phases 2 and 3.

SECTION 5. Term. The term of the TIFIA Loan shall extend from the Effective Date to the Final Maturity Date or to such earlier or later date as all amounts due or to become due to the TIFIA Lender hereunder have been paid.

SECTION 6. Interest Rate. The interest rate with respect to the TIFIA Loan (the "TIFIA Interest Rate") shall be 3.33% per annum. Interest will be computed on the Outstanding TIFIA Loan Balance (as well as on any past due interest) from time-to-time on the basis of a 365-day or 366-day year, as appropriate, for the actual number of days elapsed and will be compounded semi-annually; provided, however, that in the event of a Payment Default, the Borrower shall pay interest on any overdue amount from its due date to the date of actual payment at the TIFIA Default Rate. Upon the occurrence of an Event of Default described in Section 18(a)(i), (iii), (iv) or (ix) hereof, the interest rate on the Outstanding TIFIA Loan Balance shall be the TIFIA Default Rate and the Outstanding TIFIA Loan Balance shall continue to bear

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interest at such rate until, with respect to (a) an Event of Default described in Section 18(a)(i), such default is cured, (b) an Event of Default described in Section 18(a)(iii), the TIFIA Loan has been paid in full, (c) an Event of Default described in Section 18(a)(iv), the Development Default has been cured, and (d) an Event of Default described in 18(a)(ix), the Project Default has been cured.

SECTION 7. Outstanding TIFIA Loan Balance and Revisions to Exhibit G and the Loan Amortization Schedule.

(a) The Outstanding TIFIA Loan Balance will be (i) increased on each occasion on which the TIFIA Lender shall disburse loan proceeds hereunder, by the amount of such disbursement of loan proceeds, (ii) increased on each occasion on which interest on the TIFIA Loan is capitalized pursuant to the provisions of Section 9 hereof, by the amount of interest so capitalized and (iii) decreased upon each payment or prepayment of the principal amount of the TIFIA Loan, by the amount of principal so paid. The TIFIA Lender may in its discretion at any time and from time-to-time, or when so requested by the Borrower, advise the Borrower by written notice of the amount of the Outstanding TIFIA Loan Balance as of the date of such notice, and its determination of such amount in any such notice shall be deemed conclusive absent manifest error. Upon any determination of the Outstanding TIFIA Loan Balance, the TIFIA Lender may, but shall not be obligated to, make applicable revisions to Exhibit G and the Loan Amortization Schedule pursuant to Section 9 and in such event shall provide the Borrower and the Trustee with a copy of such Exhibit G and Loan Amortization Schedule as revised, but no failure to provide or delay in providing the Borrower with such copy shall affect any of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents. The Loan Amortization Schedule, as of the date hereof, has been determined based on the Anticipated TIFIA Loan Disbursement Schedule in effect on the Effective Date.

(b) The TIFIA Lender shall make applicable revisions to Exhibit G and the Loan Amortization Schedule pursuant to Section 9 (i) as of the Debt Service Payment Commencement Date, (ii) as of the end of the Final Calculation Date and (iii) upon any prepayment of the TIFIA Loan. Upon any such revisions the TIFIA Lender shall provide the Borrower and the Trustee with copies of such Exhibit G and Loan Amortization Schedule as revised, but no failure to provide or delay in providing the Borrower and the Trustee with such copies shall affect any of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents. Each of Exhibit G and the Loan Amortization Schedule, as of the Effective Date, has been determined based on the Anticipated TIFIA Loan Disbursement Schedule in effect on the Effective Date.

SECTION 8. Security and Priority; Flow of Funds.

(a) As security for the TIFIA Loan, the Borrower hereby pledges, assigns and grants the TIFIA Lien to the TIFIA Lender in accordance with the provisions of the General Ordinance. The TIFIA Lien consists of a first lien on and first security interest on the Pledged Revenues, on a parity with the lien on the Pledged Revenues for the benefit of the Bonds issued under the General Ordinance.

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(b) Except to the extent otherwise provided in the General Ordinance and constituting Permitted Liens, or as may be entitled to priority as a matter of law, the Pledged Revenues are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge created hereby, and all governmental action on the part of the Borrower to that end has been duly and validly taken.

(c) The Borrower shall not use Pledged Revenues to make any payments or satisfy any obligations other than in accordance with the provisions of this Section 8 and the General Ordinance and shall not apply any portion of the Pledged Revenues in contravention of this Agreement or the General Ordinance.

(d) Amounts on deposit in the TIFIA Debt Service Account and in the TIFIA Debt Service Reserve Account shall be invested in Permitted Investments, which are also permissible pursuant to the General Ordinance.

(e) The Pledged Revenues and the application and use of moneys on deposit in the Funds and Accounts created under the General Ordinance shall be applied as described in the General Ordinance. For convenience of reference, the provisions of the General Ordinance governing the flow of funds and use of Pledged Revenues are set forth in Appendix A hereto.

SECTION 9. Payment of Principal and Interest. (a) The Borrower agrees to cause the Trustee to pay the principal of and interest on the TIFIA Loan by making payments in accordance with the provisions of this Agreement, the TIFIA Bond and the General Ordinance, on each Payment Date and on each other date (including, without limitation, the Final Maturity Date and any date on which payment thereof is due by reason of mandatory prepayment or extraordinary mandatory redemption of the TIFIA Loan) on which payment thereof is required to be made thereunder and under this Agreement. Any payment of the TIFIA Bond shall be treated as a payment of the TIFIA Loan.

(b) Capitalized Interest Period. On each January 1 and July 1 occurring during the Capitalized Interest Period, interest accrued on the TIFIA Loan in the six month period ending on the day immediately prior to such date shall be capitalized and added to the Outstanding TIFIA Loan Balance. On each Semi-Annual Payment Date occurring during the period from July 1, 2015 through January 1, 2017, the Borrower shall pay the lesser of the current interest due on such Semi-Annual Payment Date and the amount shown on Exhibit G. During such period unpaid accrued interest shall be capitalized and added to the Outstanding TIFIA Loan Balance. Within 30 days after the later of the final disbursement of principal on the TIFIA Loan or the end of the Capitalized Interest Period (such date being the "Final Calculation Date"), the TIFIA Lender shall give written notice to the Borrower and the Trustee stating the Outstanding TIFIA Loan Balance as of the close of business on such date, which statement thereof shall be deemed conclusive absent manifest error; provided, however, that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder or under any of the other TIFIA Loan Documents.

(c) Payment of TIFIA Debt Service. On each Payment Date occurring on or after the Debt Service Payment Commencement Date and ending on the Final Maturity Date,

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the Borrower shall cause the Trustee to pay TIFIA Debt Service in the amount of principal of and interest on the TIFIA Loan due and payable as of such date as set forth on Exhibit G, as such amount may be adjusted pursuant to Sections 9(b) and (c), which payments shall be made in accordance with Section 9(d). Each amount of the annual payment of principal, as set forth in Exhibit G, represents an annual principal maturity of the TIFIA Loan and the TIFIA Bond.

On the Final Calculation Date, the amount of the principal of and interest due on each Semi-Annual Payment Date shall be adjusted to reflect actual disbursements and capitalized interest in accordance with the provisions of Sections 7(a) and (b), such that 100% of the current interest is paid on each Semi-Annual Payment Date and the percentage of principal payments made on such Semi-Annual Payment Date is in the same proportion as that reflected on Exhibit G, as of the Effective Date, which percentage is further specified in Exhibit K; provided, however, that if the Final Calculation Date is less than seven months prior to the next interest payment date, the amount of such interest payment shall be the amount shown on Exhibit G and the amount of the next interest payment shall be adjusted as provided in this Section 9. Within 30 days after the Final Calculation Date, the TIFIA Lender shall give written notice to the Borrower and the Trustee of the amount of the principal of and interest due on each Semi-Annual Payment Date, which amount shall be deemed conclusive absent manifest error; provided, however that no failure to give or delay in giving such notice shall affect any of the obligations of the Borrower hereunder. To the extent that any prepayments of the TIFIA Loan shall be made prior to the Final Maturity, such prepayments shall be applied to the remaining principal of the TIFIA Loan in the inverse order of maturity.

In addition, the Borrower shall pay principal on the TIFIA Loan on any other date on which principal is payable pursuant to Section 10 hereof and section 205 of the 2013 Series Ordinance or pursuant to the General Ordinance.

(d) Manner of Payment. Payments under this Agreement and the TIFIA Bond shall be made by wire transfer on each Payment Date in immediately available funds in accordance with payment instructions provided by a TIFIA Lender's Authorized Representative to the Borrower and the Trustee pursuant to Section 35 not less than 30 days prior to such Payment Date, which instructions shall remain in effect until revoked or modified in writing from time-to-time by the TIFIA Lender's Authorized Representative.

(e) TIFIA Bond; Adjustments to Loan Amortization Schedule. As evidence of the Borrower's obligation to repay the TIFIA Loan, the Borrower shall issue and deliver to the TIFIA Lender, on or prior to the Effective Date, the TIFIA Bond substantially in the form of Exhibit A, attached hereto and incorporated herein by reference, having a maximum principal amount of \$98,660,000 (subject to increase or decrease as herein provided) and bearing interest at the rate set forth in Section 6. The TIFIA Lender is hereby authorized to enter on the grid attached to such TIFIA Bond as Appendix One, attached hereto and incorporated herein by reference, the amount of each disbursement made under this Agreement and to amend the Loan Amortization Schedule from time-to-time in accordance with Section 7 hereof. Absent manifest error, the TIFIA Lender's determination of such matters as set forth on Appendix One to the TIFIA Bond and the Loan Amortization Schedule shall be conclusive evidence thereof.

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SECTION 10. Prepayment and Redemption.

(a) Mandatory Redemption. The Borrower shall prepay the TIFIA Loan by causing the Trustee to optionally redeem the TIFIA Bond in whole or in part, without penalty or premium, with Excess Revenues equal to Surplus ACR Amount, in the amounts and at the times required pursuant to the provisions of Section 15(p)(i). Such prepayment shall be used first to pay interest on the TIFIA Loan to the extent that interest has accrued and has not been paid on a current basis under the Loan Amortization Schedule and then to prepay principal as provided in Section 15(p)(i) with the last maturity to be redeemed first. Each such prepayment shall be accompanied by a certificate signed by the Borrower's Authorized Representative identifying the provision of this Agreement pursuant to which such prepayment is being made and containing a calculation in reasonable detail of the amount of such prepayment.

(b) Extraordinary Mandatory Redemption. The Borrower shall prepay the TIFIA Loan by causing the Trustee to redeem the TIFIA Bond, in whole, from Excess Revenues, upon the occurrence of an Event of Default described in Section 18(a)(iii) hereof. To the extent that Excess Revenues are not sufficient to repay the TIFIA Bond in whole, the TIFIA Bond shall be repaid in part with the last maturity to be redeemed first, from Excess Revenues until such time as the TIFIA Loan and the TIFIA Bond are no longer Outstanding.

(c) Optional Redemption. The Borrower may pay the TIFIA Loan by directing the Trustee to repay the TIFIA Bond in whole or in part (and, if in part, the amounts thereof to be prepaid shall be determined by the Borrower; provided, however, that such prepayments shall be in principal amounts of \$500,000 plus any integral multiple of \$5,000 thereafter), at any time or from time-to-time, without penalty or premium, with the last maturity to be redeemed first, by paying to the TIFIA Lender such principal amount of the TIFIA Loan to be prepaid, together with the unpaid interest accrued on the amount of principal so prepaid to the date of such prepayment. Each optional redemption of the TIFIA Bond shall be made on such date and in such principal amount as shall be specified by the Borrower in a written notice delivered to the TIFIA Lender and the Trustee. In the case of any partial prepayment, such written notice shall be delivered to the TIFIA Lender not less than 30 days or more than 60 days prior to the date set for prepayment.

(d) General. Notice having been given as provided in Section 10(c), the principal amount of the TIFIA Loan and TIFIA Bond stated in such notice or the whole thereof, as the case may be, shall become due and payable on the prepayment date stated in such notice, together with interest accrued and unpaid to the prepayment date on the principal amount then being prepaid.

The amount of principal and interest due and payable as a result of a mandatory prepayment, extraordinary mandatory redemption, or optional prepayment pursuant to Sections 10(a), (b) and (c), respectively, shall be paid (i) in case the entire unpaid balance of the principal of the TIFIA Loan is to be prepaid, upon presentation and surrender of such TIFIA Bond which evidences the obligation to repay such TIFIA Loan, to the Trustee, and (ii) in case only part of the unpaid balance of principal of the TIFIA Loan is to be prepaid, the TIFIA Lender may make

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a notation on Schedule I of the TIFIA Bond indicating the amount of principal of and interest on such TIFIA Bond then being prepaid. The TIFIA Lender shall, and is hereby authorized by the Borrower, to make the appropriate notations on Appendix One to such TIFIA Bond and to revise the Loan Amortization Schedule and Exhibit G hereto to reflect such principal payments. Absent manifest error such TIFIA Lender notations and revisions shall be conclusive. If the extraordinary mandatory redemption required pursuant to Section 10(b) shall not have been so paid on the redemption date, the principal amount of the TIFIA Bond remaining due shall continue to bear interest at the TIFIA Default Rate until payment thereof at the rate provided for in Section 6.

SECTION 11. Compliance with Laws. The Borrower covenants to require its contractors and subcontractors to abide by all applicable federal and State laws. The list of federal laws attached as Exhibit E is illustrative of the type of requirements generally applicable to transportation projects and is not intended to be exhaustive. The FHWA Illinois Division Office has oversight responsibility for ensuring compliance with all applicable provisions of federal law. Pursuant to 23 U.S.C. § 106(c) and the Project Oversight Agreement, the Borrower will be responsible for certain Project oversight activities. The Borrower agrees to cooperate with the FHWA Illinois Division Office in carrying out its duties under this Agreement and the Project Oversight Agreement. The Borrower agrees that there will be no irreversible or irretrievable commitment of resources, including but not limited to physical construction, before all State and/or federal environmental permits required for commencement of construction of the relevant portion of the Project are finalized and approved by the appropriate resource agencies. In the event that an environmental permit that has not been obtained is required after construction on any applicable portion of the Project has begun, the Borrower shall take immediate steps to acquire that permit. If the Borrower begins construction before all required permits have been obtained, the Borrower shall assume the risk of any loss associated therewith.

SECTION 12. Conditions Precedent. Notwithstanding anything in this Agreement to the contrary, this Agreement shall not become effective and the TIFIA Lender shall have no obligation to disburse any loan proceeds to the Borrower until each of the following conditions precedent shall have been satisfied:

(a) The Borrower shall demonstrate that the Borrower (i) shall have duly adopted the General Ordinance, (ii) shall have delivered to the TIFIA Lender and the Trustee certified copies of the General Ordinance and executed counterparts of this Agreement and (ii) shall have duly executed and delivered the TIFIA Bond to the TIFIA Lender, in form and substance satisfactory to the TIFIA Lender and the Trustee.

(b) Counsel to the Borrower shall have rendered to the TIFIA Lender legal opinions in substantially the forms attached hereto as Exhibit H.

(c) The Borrower shall have provided a certificate as to the absence of debarment, suspension or voluntary exclusion of the Borrower from participation in Government contracts, procurement and non-procurement matters substantially in the form attached hereto as Exhibit C.

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(d) The Borrower shall have provided to the TIFIA Lender satisfactory evidence that the Project has satisfied the applicable planning and programmatic requirements of 23 U.S.C. §§134 and 135.

(e) The Borrower shall have provided evidence to the TIFIA Lender's satisfaction, not later than 14 days prior to the Effective Date or such other date as deemed acceptable by the TIFIA Lender, of the assignment by two Nationally Recognized Rating Agencies of an Investment Grade Rating on the TIFIA Loan.

(f) The Borrower shall have delivered to the TIFIA Lender a certificate designating the Borrower's Authorized Representative and each such person's position and incumbency.

(g) The Borrower shall have demonstrated to the TIFIA Lender's satisfaction that the funds forecasted to be available under the Base Case Projections will be sufficient to complete the Project.

(h) The Borrower shall have delivered an original fully executed Feasibility and Impact Study in form and substance acceptable to the TIFIA Lender.

(i) Reserved.

(j) Other than as provided in Section 11, the Borrower shall have demonstrated to the TIFIA Lender's satisfaction that it has all necessary, permits and governmental approvals necessary to commence construction, except those hereinafter required to be obtained by any Construction Contractor pursuant to the Construction Agreement and delivered to the TIFIA Lender and that, if not obtained as of the Effective Date, such permits and approvals received will be obtained within a reasonable amount of time thereafter.

(k) The Borrower shall have delivered to the TIFIA Lender a schedule, certified by the Borrower and acceptable to the TIFIA Lender, demonstrating that the projected Pledged Revenues shall be sufficient to meet the Loan Amortization Schedule.

(l) The Borrower shall have provided evidence satisfactory to the TIFIA Lender of compliance with the National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.).

(m) The TIFIA Lender shall have delivered its initial TIFIA Lender's Authorized Representative certificate.

(n) The Borrower shall have provided evidence satisfactory to the TIFIA Lender that the Borrower has received a Categorical Exclusion by FHWA for the Project, which Categorical Exclusion shall be in full force and effect and shall not have been withdrawn or materially amended.

(o) The Borrower shall have obtained a Data Universal Number System number with the Federal System for Awards Management (formerly the Central Contractor Registry).

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(p) The Borrower shall have delivered executed versions of each of the License Agreements in form and substance satisfactory to the TIFIA Lender.

(q) The Borrower shall have provided evidence (which may be a certificate of the Trustee) of creation of all Funds and Accounts in the General Ordinance for the payment of the TIFIA Bond.

(r) The Borrower shall provide evidence satisfactory to the TIFIA Lender that (i) payments by the Borrower of debt service on the TIFIA Bond from Motor Fuel Tax Revenues are permitted under Section 7-202 of the MFT Act and (ii) the Borrower has complied with the requirements of Section 7-202 and 7-203 of the MFT Act and received all approvals required thereunder from the Illinois Department of Transportation to use Motor Fuel Tax Revenues in accordance with the provisions of the General Ordinance.

(s) The Borrower shall have delivered a certificate to the effect that the Revenues Test, as defined in the General Ordinance, is met for issuance of the TIFIA Bond in accordance with the provisions of the General Ordinance.

(t) The Borrower shall have delivered a certificate to the effect that all representations and warranties of the Borrower in this Agreement are true and accurate as of the Effective Date.

(u) The Borrower shall also have delivered such other agreements, documents, instruments, opinions and other items required by the TIFIA Lender related to this Agreement, the Project or the Pledged Revenues, all in form and substance satisfactory to the TIFIA Lender, including, but not limited to, evidence that all other Project funding requirements have been met (including evidence of other funding sources or funding commitments).

SECTION 13. Representations and Warranties of Borrower. The Borrower hereby represents and warrants that (i) as of the Effective Date and (ii) as to each of the representations and warranties below (other than those contained in clauses (b) and (n) of this Section) as of each date on which any disbursement of the TIFIA Loan is requested and made:

(a) The Borrower has full legal right, power and authority to enter into the Related Documents then in existence, to execute the TIFIA Bond, and to carry out and consummate all transactions contemplated by hereby and thereby and has duly authorized the execution, delivery and performance of the Related Documents. The Related Documents, to which the Borrower is a party, executed on or before the date of each representation and the General Ordinance are in full force and effect and have not been modified without the prior written consent of the TIFIA Lender.

(b) As of the Effective Date, the officials and authorized representatives of the Borrower executing the Related Documents to which the Borrower is a party, are duly and properly in office and fully authorized to execute the same, as applicable.

(c) Each of the Related Documents executed on or before the date of each representation and to which the Borrower is a party has been duly executed and delivered by the Borrower and each of the Related Documents and the General Ordinance constitutes the

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legal, valid and binding agreement of the Borrower enforceable in accordance with its terms, except as such enforceability (i) may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the rights of creditors generally and (ii) is subject to general principles of equity (regardless of whether enforceability is considered in equity or at law).

(d) The execution and delivery of the Related Documents to which the Borrower is a party, the consummation of the transactions contemplated in the Related Documents and the General Ordinance and the fulfillment of or compliance with the terms and conditions of the Related Documents and the General Ordinance will not, in any material respect, (i) conflict with or constitute a violation or breach of or default (with due notice or the passage of time or both) by the Borrower of any applicable law or administrative rule or regulation, or any applicable court or administrative decree or order, or any indenture, mortgage, deed of trust, loan agreement, lease, contract or other agreement or instrument to which the Borrower is a party or by which it, the Project or the Pledged Revenues, are otherwise subject or bound, or (ii) result in the creation or imposition of any prohibited Lien, charge or encumbrance of any nature whatsoever upon the Project or the Pledged Revenues.

(e) All funds comprising the Pledged Revenues have been appropriated for the uses authorized under the General Ordinance and this Agreement.

(f) No consent or approval of any trustee, holder of any indebtedness of the Borrower or any other Person, and no consent, permission, authorization, order or license of, or filing or registration with, any Governmental Authority required as of the date hereof is necessary in connection with the execution and delivery by the Borrower of the Related Documents and the General Ordinance, the consummation of any transaction contemplated by the Related Documents and the General Ordinance, or the fulfillment of or compliance by the Borrower of the terms and conditions of the Related Documents and the General Ordinance, except as have been obtained or made and as are in full force and effect.

(g) There is no legislation, litigation, action, suit, proceeding, inquiry or investigation before or by any court or other Governmental Authority pending, or to the knowledge of the Borrower after reasonable inquiry and investigation, threatened against or affecting the Borrower with respect to the Project, or the Pledged Revenues, the Related Documents, the General Ordinance or the TIFIA Bond, or the assets, properties or operations of the Project or the Pledged Revenues, the TIFIA Lien or the appropriation of funds comprising the Pledged Revenues which are reasonably likely to have a Material Adverse Effect. The Borrower is not in default (and no event has occurred and is continuing which with the giving of notice or the passage of time or both could constitute a default) with respect to any order or decree of any court or any order, regulation or demand of any other Governmental Authority, with respect to the Project, the Pledged Revenues, the Related Documents, the General Ordinance or the TIFIA Bond, which default would be reasonably likely to have a Material Adverse Effect. There is no pending, nor to the Borrower's knowledge proposed, legislation that could have a Material Adverse Effect on the collections of Motor Fuel Tax Revenues by the State or transfer thereof to the Borrower or the amount thereof to be received by the Borrower.

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(h) The General Ordinance establishes, for the benefit of the TIFIA Lender, as the Bondholder of the TIFIA Bond, the TIFIA Lien which it purports to create; such TIFIA Lien is in full force and effect and is not subordinate or junior to any other liens in respect of the Pledged Revenues and the Borrower is not in breach of any covenants set forth in Section 15(d) of this Agreement and the General Ordinance with respect thereto.

(i) The rights of the TIFIA Lender to be entitled to the rights of a Bondholder for all purposes under the General Ordinance, all as set forth in Article XI of the General Ordinance, are valid security rights of the TIFIA Lender as provided in the General Ordinance, enforceable under State law without any further action by the Borrower or any other party.

(j) Neither the Borrower nor its principals (as defined in 2 C.F.R. Part 180.995) is debarred, suspended or voluntarily excluded from participation in Government contracts, procurement or non-procurement matters or delinquent on a Government debt as more fully set forth in the certificate delivered in substantially the form of Exhibit C, as supplemented from time to time by the Borrower.

(k) The representations, warranties and certifications of the Borrower set forth in this Agreement, the Project Oversight Agreement, the General Ordinance and all information provided by the Borrower to the TIFIA Lender in relation to this Agreement and the TIFIA Loan and the Project when taken as a whole and after giving effect to any updates, remain true and accurate in all material respects.

(l) The Borrower has complied, with respect to the Project, with all applicable requirements of the National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.).

(m) The Project has been included in the metropolitan transportation improvement program of the Chicago Metropolitan Agency for Planning to the extent required by 23 U.S.C. §602(a)(3).

(n) The TIFIA Loan has received an Investment Grade Rating from at least two Nationally Recognized Rating Agencies, and written evidence of such rating has been provided to the TIFIA Lender prior to the Effective Date, and to the knowledge of the Borrower, no such rating has been reduced, withdrawn or suspended as of the Effective Date.

(o) The Borrower is not in default in any material respect under the terms hereof or thereof or under the General Ordinance and no event has occurred or condition exists which, with due notice or lapse of time or both, would constitute an Event of Default hereunder or an event of default under the General Ordinance.

(p) All authorizations, consents, approvals, licenses, permits and reviews required as of the Effective Date (other than, as of the Effective Date, certain local permits required for the Riverwalk Expansion Phases 2 and 3) for the undertaking and completion by the Borrower of the Riverwalk Expansion Phases 2 and 3 have been obtained or effected and are in full force and effect and there is no basis for the revocation of any such authorization, consent, commitments or approval.

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(q) To its knowledge, after due inquiry, the Borrower is not in violation of (i) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (ii) any applicable economic sanction laws administered by OFAC or by the United States Department of State or (iii) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal.

(r) The Principal Project Contracts, which have been executed and delivered, are all in full force and effect, the Borrower is not in default under any of such agreements or contracts, and, to the knowledge of the Borrower, no party to any of such agreements or contracts is in default thereunder.

(s) No right of way is required in connection with any portion of the Project.

SECTION 14. Representations, Warranties, and Covenants of TIFIA Lender. The TIFIA Lender represents and warrants that:

(a) The TIFIA Lender has all requisite power and authority to enter into this Agreement, make the TIFIA Loan and to perform all transactions contemplated by the Related Documents to which it is a party.

(b) The Related Documents to which it is a party have been duly authorized, executed and delivered by TIFIA Lender and are legally valid and binding agreements of the TIFIA Lender, enforceable in accordance with their terms.

(c) The officers of the TIFIA Lender executing each of the Related Documents to which the TIFIA Lender is a party is duly and properly in office and fully authorized to execute the same on behalf of the TIFIA Lender.

SECTION 15. Borrower Covenants. The Borrower hereby covenants and agrees that:

(a) Permitted Indebtedness. Except for Permitted Debt, the Borrower shall not issue or incur indebtedness of any kind secured by or payable from Pledged Revenues without the TIFIA Lender's prior written consent.

(b) Additional Bonds. The Borrower shall not issue Additional Bonds secured by or payable from Pledged Revenues without the TIFIA Lender's prior written consent.

(c) Variable Rate Bonds, Interest Rate Hedge Agreements and Amendments. The Borrower shall not (i) issue Variable Rate Bonds under the General Ordinance, (ii) enter into any Interest Rate Hedge Agreements, (iii) terminate a Credit Support Instrument for Variable Rate Bonds, (iv) amend the General Ordinance or Article XIII of the Municipal Code or (v) assign substantially all of its rights to the Project, in each case without the TIFIA Lender's prior written consent.

(d) Securing the Liens. The Borrower shall at any and all times, so far as it may be authorized by law, adopt, make, do, execute, acknowledge and deliver, all and every

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such further ordinances, conveyances, assignments, transfers and assurances as may be necessary or desirable to assure, convey, grant, assign, secure, confirm and maintain the TIFIA Lien pursuant to the General Ordinance, or intended so to be granted pursuant to the General Ordinance and the Pledged Revenues are and will be free and clear of any pledge, Lien, charge or encumbrance thereon or with respect thereto of equal rank with the Lien created by the General Ordinance, other than as permitted by the General Ordinance and by this Agreement, and all governmental action on the part of the Borrower to that end shall be duly and validly taken at such times. The Borrower shall at all times, to the extent permitted by law, defend, preserve and protect the TIFIA Lien granted pursuant to the General Ordinance and all the rights for the benefit of the TIFIA Lender under the General Ordinance against all claims and demands of all Persons whomsoever.

(e) Copies of Documents. The Borrower shall furnish to the TIFIA Lender (by electronic mail or otherwise) a copy of any offering document and cash flow projections prepared in connection with the incurrence of any Permitted Debt secured by Pledged Revenues, prior to the incurrence of any such Permitted Debt, as well as copies of any continuing disclosure documents pertaining to the Bonds, in each case prepared or filed in connection with the applicable rules of the Securities and Exchange Commission, in each case within a reasonable amount of time following the preparation or filing thereof.

(f) Use of Proceeds. The Borrower shall use the proceeds of the TIFIA Loan only to pay, or to reimburse the Borrower for, Eligible Project Costs.

(g) Prosecution of Work. The Borrower shall diligently prosecute the work relating to the Project and complete the Project in accordance with the Construction Schedule, including, without limitation, the provisions of Section 18(a)(iv) hereof, using its best efforts at all times.

(h) Operations and Maintenance. Borrower shall or shall cause to operate and maintain the Project in a reasonable and prudent manner and shall maintain the Project in good repair, working order and condition and shall from time-to-time make or cause to be made all necessary and proper replacements, repairs, renewals and improvements so that the Project shall not be materially impaired. The Borrower shall at all times do or cause to be done all things necessary to obtain, preserve, renew, extend and keep in full force and effect the rights, licenses, permits, franchises and authorizations material to the Project or the Pledged Revenues, and comply in all material respects with all applicable laws, rules, regulations, orders, decrees, judgments or administrative decisions, whether now in effect or hereafter enacted, of any Governmental Authority having jurisdiction over the Project or, the Pledged Revenues or the Borrower in connection with the Project (including, without limitation, the National Environmental Policy Act of 1969 (42 U.S.C. §4321 et seq.) and all other federal, State and local laws, rules, regulations, orders, decrees, judgments and administrative decisions relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters).

The Borrower shall, commencing in 2016, no later than the last Business Day of December of every other year over the term of the TIFIA Loan, provide a certification from a

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Consulting Engineer stating that the Project is being maintained in accordance with industry standards.

(i) Insurance. The Borrower shall at all times maintain or cause to be maintained insurance for the construction of the Project, with responsible insurers, as is customarily maintained in the United States with respect to works and properties of like character, against accident to, loss of or damage to such works or properties. The Borrower shall review with the TIFIA Lender and the FHWA Illinois Division each policy of insurance to be secured under each Construction Agreement not yet entered into as of the Effective Date and cause the USDOT to be included as an “additional insured” party for each such policy (other than any policy of business interruption insurance) and endorsed thereon.

(j) Notice. The Borrower shall, within five (5) Business Days after the Borrower learns of the occurrence, give the TIFIA Lender notice of any of the following events, setting forth details of such event:

(i) Events of Default: any Event of Default or any event which, given notice or the passage of time or both, would constitute an Event of Default;

(ii) Litigation: the filing of any actual litigation, suit or action relating to the Project or the Pledged Revenues, or the delivery to the Borrower of any written claim relating to the Project or the Pledged Revenues, which could reasonably be expected to have a Material Adverse Effect; and

(iii) Other Adverse Events: the occurrence of any other event or condition in connection with the Project or the Pledged Revenues, which could reasonably be expected to result in a Material Adverse Effect.

(k) Remedied Action. Within 30 calendar days after the Borrower learns of the occurrence of an event specified in Section 15(j), the Borrower’s Authorized Representative shall provide a statement to the TIFIA Lender setting forth the actions the Borrower proposes to take with respect thereto.

(l) No Lien Extinguishment or Adverse Amendments. (i) The Borrower shall not either (A) extinguish the TIFIA Lien, (B) amend, modify or supplement the General Ordinance or Article XIII of the Municipal Code, in a manner that would reduce or impair the Additional City Revenues available to pay Debt Service without the TIFIA Lender’s prior written consent, or (C) take any action, or fail to take any action, which would have the effect of reducing the amount of Motor Fuel Tax Revenues available to pay Debt Service which the Borrower will receive from the State, and (ii) the Borrower shall not either (A) amend, modify, supplement or grant or receive any waiver with respect to any Related Document in a manner that could adversely affect the TIFIA Lender in connection with the TIFIA Loan, without the TIFIA Lender’s prior written consent, or (B) terminate, assign, amend or modify, or waive timely performance by Borrower or any other party of material covenants under, any Principal Project Contract except for termination, assignment, amendment, modification or waiver that could not reasonably be expected to have a Material Adverse Effect, without the TIFIA Lender’s prior written consent. Except as otherwise agreed by the TIFIA Lender in writing,

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the Borrower shall provide to the TIFIA Lender copies of any proposed amendments to any Related Document at least 30 days prior to the effective date thereof.

(m) Annual Ratings. The Borrower shall, commencing in 2013, no later than the last Business Day of December of each year over the term of the TIFIA Loan, at no cost to the TIFIA Lender, provide to the TIFIA Lender a rating by a Nationally Recognized Rating Agency on the TIFIA Loan and the existing ratings on any Bonds.

(n) TIFIA Debt Service Reserve Requirement. As of the end of the sixth calendar year after the Effective Date, the Borrower shall have funded the TIFIA Debt Service Reserve Account in an amount equal to the TIFIA Debt Service Reserve Requirement in accordance with the provisions of the General Ordinance and this subsection (n). The Trustee shall deposit Pledged Revenues in the TIFIA Debt Service Reserve Account, as set forth in Section 604(6) of the General Ordinance, until the TIFIA Debt Service Reserve Requirement shall have been met. The TIFIA Debt Service Reserve Account shall be held by the Trustee for the sole benefit of the TIFIA Lender, as the Holder of the TIFIA Bond until used to pay TIFIA Debt Service as provided in Sections 606(2) and 606(3) of the General Ordinance. Notwithstanding anything in the General Ordinance to the contrary, the Borrower shall not replace any portion of the required balance in the TIFIA Debt Service Reserve Account with a Reserve Fund Credit Instrument.

(o) No Prohibited Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any property or asset now owned or hereafter acquired by it, to the extent such property or asset constitutes Pledged Revenues without the prior written approval of the TIFIA Lender, except Permitted Liens.

(p) TIFIA Loan Prepayment. (i) After such time as the TIFIA Debt Service Reserve Requirement is met, the Borrower shall cause the Trustee each month to use an amount of Excess Revenues equal to the Surplus ACR Amount to effect a mandatory prepayment of the TIFIA Loan pursuant to Section 10(a) hereof by optionally redeeming the TIFIA Bond (with the last maturity to be redeemed first), without penalty or premium.

(ii) In addition, upon the occurrence of an Event of Default described in Sections 15(a), (b), (c), (l)(i) and (o), pursuant to Sections 10(b) and 18(a)(iii) hereof, the Borrower shall cause the Trustee to use Excess Revenues to effect an extraordinary mandatory prepayment of the TIFIA Loan by optionally redeeming the TIFIA Bond pursuant to Section 10(b) hereof.

(q) Copies of Additional Project Contracts. The Borrower shall provide a copy of each Additional Project Contract to the TIFIA Lender within a reasonable amount of time after execution thereof.

(r) Permits and Governmental Approvals. The Borrower has obtained all necessary permits and governmental approvals necessary to commence construction, except those required to be obtained by any Construction Contractor pursuant to the Construction Agreement and delivered to the TIFIA Lender and, if not obtained as of the Effective Date, such permits and approvals will be obtained within a reasonable amount of time thereafter.

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(s) No Prohibited Sale or Assignment. The Borrower shall not sell or assign all or substantially all of its rights in and to the Project without the written consent of the TIFIA Lender and shall not sell or assign its rights and obligations under this Agreement unless such sale or assignment is upon terms and conditions approved in writing by the TIFIA Lender in its sole discretion.

(t) Material Obligations. The Borrower shall pay its material obligations promptly and in accordance with their terms and pay and discharge promptly all material taxes, assessments and governmental charges or levies imposed upon the Project or the Pledged Revenues or any part thereof before the same shall become delinquent or in default, as well as all lawful and material claims for labor, materials and supplies or other claims which, if unpaid, might give rise to a Lien upon the Project or the Pledged Revenues or any part thereof; provided, however, that such payment and discharge shall not be required with respect to any such tax, assessment, charge, levy or claim so long as the validity or amount thereof shall be contested by the Borrower in good faith by appropriate proceedings and so long as the Borrower shall, to the extent required by GASB on a consistent basis, set aside on its books adequate reserves with respect thereto.

(u) Fiscal Year. The Borrower shall not at any time adopt any fiscal year other than the Fiscal Year, except upon written notice to the TIFIA Lender.

(v) No Prohibited Business. The Borrower shall not operate or use the Project or any part thereof other than as authorized the laws of the State.

(w) Construction Agreement. The Borrower (i) shall comply with the Construction Agreement in all material respects and (ii) shall not terminate the Construction Agreement without the TIFIA Lender's written consent, which consent shall not be unreasonably withheld.

(x) Design Agreement. The Borrower (i) shall comply with the Design Agreement in all material respects and (ii) shall not terminate the Design Agreement without the TIFIA Lender's written consent, which consent shall not be unreasonably withheld. .

(y) Execution and Delivery of Agreements after the Effective Date. The Borrower shall, as soon as reasonably practicable, cause any of the Additional Project Contracts to be executed, in form and substance satisfactory to the TIFIA Lender and shall deliver certified copies thereof to the TIFIA Lender.

(z) OFAC Compliance. The Borrower shall not violate (i) any applicable anti-money laundering laws, including those contained in the Bank Secrecy Act, (ii) any applicable economic sanction laws administered by OFAC or by the United States Department of State, or (iii) any applicable anti-drug trafficking, anti-terrorism, or anti-corruption laws, civil or criminal.

SECTION 16. Indemnification. The Borrower shall indemnify the TIFIA Lender and any official, employee, agent or representative of the TIFIA Lender (each such Person being herein referred to as an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities, fines, penalties, costs and expenses (including, without

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limitation, the fees, charges and disbursements of any counsel for any Indemnatee and the costs of environmental remediation), whether known, unknown, contingent or otherwise, incurred by or asserted against any Indemnatee arising out of, in connection with, or as a result of (i) the execution, delivery and performance of this Agreement or any of the Related Documents, (ii) the TIFIA Loan or the use of the proceeds thereof, or (iii) the violation of any law, rule, regulation, order, decree, judgment or administrative decision relating to the environment, the preservation or reclamation of natural resources, the management, release or threatened release of any hazardous material or to health and safety matters; in each case arising out of or in direct relation to the Project; provided that such indemnity shall not, as to any Indemnatee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnatee. In case any action or proceeding is brought against an Indemnatee by reason of any claim with respect to which such Indemnatee is entitled to indemnification hereunder, the Borrower upon notice from such Indemnatee shall defend the same and such Indemnatee shall cooperate with the Borrower at the reasonable expense of the Borrower in connection therewith. Nothing herein shall be construed as a waiver of any legal immunity that may be available to any Indemnatee. All amounts due to any Indemnatee under this Section shall be payable promptly upon demand therefor. The obligations of the Borrower under this Section shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the Related Documents, any amendments, waivers (other than amendments or waivers in writing with respect to this Section) or consents in respect hereof or thereof, any Event of Default, and any workout, restructuring or similar arrangement of the obligations of the Borrower hereunder or thereunder.

SECTION 17. Sale of TIFIA Bond. The TIFIA Lender shall not sell the TIFIA Bond at any time prior to the date of Substantial Completion. After such date, the TIFIA Lender may sell the TIFIA Bond to another entity or reoffer the TIFIA Bond into the capital markets only in accordance with the provisions of this Section and in compliance with any applicable federal or State laws and the TIFIA Lender shall register such transfer in accordance with Section 302 of the General Ordinance. At the time of transfer, any TIFIA Bond shall be in a principal amount of \$5,000 or multiples of \$5,000. Such sale or reoffering shall be on such terms as the TIFIA Lender shall deem advisable. However, in making such sale or reoffering the TIFIA Lender shall not change the terms and conditions of the TIFIA Bond without the prior written consent of the Borrower. The TIFIA Lender shall provide (i) at least 60 days prior to any sale or reoffering of the TIFIA Bond, written notice to the Borrower to the effect that the TIFIA Lender is considering the sale or reoffering of the TIFIA Bond and (ii) at least 30 days prior to any sale or reoffering of the TIFIA Bond, written notice to the Borrower confirming TIFIA Lender's intention to consummate such a sale or reoffering; provided, however, that no such consent or notice shall be required during the continuation of any Event of Default. The provision of any notice pursuant to this Section shall not (i) obligate the TIFIA Lender to sell nor (ii) provide the Borrower with any rights or remedies in the event the TIFIA Lender, for any reason, does not sell the TIFIA Bond.

SECTION 18. Events of Default and Remedies.

- (a) An Event of Default shall exist under this Agreement if:

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(i) Payment Default. The Borrower shall fail to pay any of the principal amount of or interest on the TIFIA Bond or the TIFIA Loan (including, without limitation, TIFIA Debt Service required to have been paid pursuant to the provisions of Section 9, and any mandatory prepayment and extraordinary mandatory redemption required pursuant to the provisions of Section 10(a) and (b), respectively) (each a “Payment Default”);

(ii) Covenant Default. The Borrower shall fail to observe or perform any covenant, agreement or obligation of the Borrower under this Agreement (other than covenants under Sections 15(a), (b), (c), (l)(i) and (o) which shall be subject to paragraph (iii) hereof), the TIFIA Bond or any other TIFIA Loan Document (other than in the case of any Payment Default or any Development Default), and such failure shall not be cured within 30 days after receipt by the Borrower from the TIFIA Lender of written notice thereof; provided, however, that if such failure is capable of cure but cannot reasonably be cured within such 30-day period, then no Event of Default shall be deemed to have occurred or be continuing under this clause (ii) if and so long as within such 30-day period the Borrower shall commence actions reasonably designed to cure such failure and shall diligently pursue such actions until such failure is cured, provided such failure is cured within 180 days;

(iii) Covenant Default Causing Extraordinary Mandatory Redemption. Borrower’s failure to observe any covenant described in Sections 15(a), (b), (c), (l)(i) or (o) hereof shall constitute an immediate Event of Default under this Agreement. Failure by the Borrower to observe any such covenant shall result in the extraordinary mandatory redemption of the TIFIA Bond as described in Section 10(b) hereof;

(iv) Development Default. The Borrower fails to complete the Project by December 1, 2016, unless the Borrower demonstrates to the TIFIA Lender’s satisfaction that it is proceeding with the construction of the Project with due diligence toward a date acceptable to the TIFIA Lender (a “Development Default”). In such a case, the TIFIA Lender may: (A) suspend the disbursement of the TIFIA Loan proceeds under this Agreement; and (B) pursue such other remedies as provided in Section 18 of this Agreement, including declaring the TIFIA Default Rate in effect. The Borrower shall immediately repay any unexpended TIFIA Loan proceeds previously disbursed to the Borrower. For the purposes of this Section 18(a)(iv), the Borrower shall have the right to amend the Construction Schedule to extend the date for Substantial Completion for a period of up to 60 days (unless a longer extension is required due to the occurrence of an Uncontrollable Force) within thirty (30) days of receipt of notice of an alleged Development Default; provided that the Borrower shall provide the TIFIA Lender with (x) a remedial plan with respect to the construction of the Project (a “Remedial Plan”) reviewed by a general engineering consultant satisfactory to the TIFIA Lender and (y) a certificate from such general engineering consultant concluding that Substantial Completion is likely to occur by the date specified in

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the Remedial Plan, and the TIFIA Lender approves the Remedial Plan (such approval not to be unreasonably withheld);

(v) Misrepresentation Default. Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the TIFIA Loan Documents shall prove to have been false or misleading in any material respect when made;

(vi) Cross Default. (A) Any of the representations, warranties or certifications of the Borrower made in or delivered pursuant to the General Ordinance shall prove to be false or misleading in any material respect (each a “Misrepresentation Default”), or any default shall occur in respect of the performance of any covenant, agreement or obligation of the Borrower under the General Ordinance, and such default shall be continuing after the giving of any applicable notice (provided no notice shall be required for any Payment Default thereunder) and the expiration of any applicable grace period specified in the General Ordinance with respect to such default (each a “Covenant Default”), if the effect of such Misrepresentation Default or Covenant Default shall be to permit the immediate acceleration of the maturity of any Bonds, or, in the case of any such Misrepresentation Default or Covenant Default, the Borrower shall have failed to cure such Misrepresentation Default or Covenant Default, or to obtain an effective written waiver thereof, in each case, within 30 days after receipt of written notice thereof from the TIFIA Lender (provided no notice will be required for any Payment Default); or

(B) The Borrower shall default in the timely performance of any covenant, agreement or obligation under any Related Document or any Related Document shall be terminated prior to its scheduled expiration (unless in any case such default or termination could not reasonably be expected to have a Material Adverse Effect), and such default shall be continuing after the giving of any applicable notice and the expiration of any applicable grace period specified in the Related Documents with respect to such default and the Borrower shall have failed to cure such default or to obtain an effective written waiver thereof, or to obtain an effective revocation of such termination (as the case may be), in each case, within 30 days after receipt of written notice thereof from the TIFIA Lender;

(vii) Judgments. One or more judgments for the payment of money and solely to the extent payable from Pledged Revenues, in an aggregate amount in excess of \$1,000,000 (inflated annually by CPI) and not otherwise covered by insurance or other reserves shall be rendered against the Borrower relating to the Riverwalk Expansion Phases 2 and 3 and the same shall remain undischarged for a period of 30 consecutive days during which execution shall not be effectively stayed;

(viii) Occurrence of A Bankruptcy Related Event. A Bankruptcy Related Event shall occur;

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(ix) Project Abandonment. The Borrower shall abandon the construction, maintenance or operation of the Project; or

(x) Cessation of Operations. The operations of any portion of the Project which generate Additional City Revenues shall cease for a continuous period of not less than 180 days unless such cessation of operations shall (A) occur by reason of an Uncontrollable Force and (B) not have a Material Adverse Effect.

(b) Upon the occurrence of any Event of Default, the TIFIA Lender, by written notice to the Borrower, may in its sole discretion suspend or terminate all of its obligations hereunder with respect to the disbursement of any undisbursed amounts of the TIFIA Loan.

(c) Subject to Section 18(e) below, whenever any Event of Default hereunder shall have occurred and be continuing, the TIFIA Lender shall be entitled and empowered to institute any actions or proceedings at law or in equity for the collection of any sums due and unpaid and for consequential and other damages and may prosecute any such judgment or final decree against the Borrower including confession of judgment against the Borrower and collect in the manner provided by law the moneys adjudged or decreed to be payable from Excess Revenues, and the TIFIA Lender may take such other actions at law or in equity as may appear necessary or desirable to collect all amounts payable by Borrower under the TIFIA Loan Documents then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the Borrower under this Agreement, the TIFIA Bond or the other TIFIA Loan Documents; provided, however, that any monetary judgment against the Borrower shall be payable solely from Excess Revenues or from any other funds made available by the Borrower, in its discretion, for the payment of such judgment.

(d) In addition to (b) and (c) whenever any Event of Default hereunder involving fraud, misrepresentation, false claims, or similar criminal acts or acts of malfeasance or wrongdoing, shall have occurred and be continuing, the TIFIA Lender may suspend or debar the Borrower from further participation in any Government program administered by the TIFIA Lender and to notify other Government departments and agencies of such default.

(e) Upon any Payment Default, or non-compliance with Sections 8, 15(d) and 15(l)(i)(A) hereof, the sole remedy of the TIFIA Lender is the exercise of all of its rights (including the exercise of remedies) which it has as a holder of the TIFIA Bond pursuant to the terms of the General Ordinance.

SECTION 19. Accounting and Audit Procedures; Inspections; Reports and Records.

(a) The Borrower shall establish fiscal controls and accounting procedures sufficient to assure proper accounting for all Project-related transactions (including collection of Pledged Revenues and TIFIA Loan requisitions received and disbursements made with regard to the Riverwalk Expansion Phases 2 and 3), so that audits may be performed to ensure compliance with and enforcement of this Agreement. The Borrower shall use accounting, audit and fiscal procedures conforming to GASB, including, with respect to the TIFIA Loan,

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accounting of principal and interest payments, disbursements, prepayments and calculation of interest and principal amounts outstanding, as provided in the General Ordinance and in this Agreement.

(b) So long as the TIFIA Loan or any portion thereof shall remain outstanding and until five years after the TIFIA Loan shall have been paid in full, the TIFIA Lender shall have the right, upon reasonable prior notice, to visit and inspect the Project, to examine its books of account and records relating to the Project or the Pledged Revenues, to make copies and extracts therefrom at the Borrower's expense, and to discuss the Borrower's affairs, finances and accounts, in each case in relation to the Project or the Pledged Revenues, with and to be advised as to the same by, its independent public accountants (and by this provision the Borrower irrevocably authorizes its independent public accountants to discuss with the TIFIA Lender the affairs, finances and accounts of the Borrower in relation to the Project or the Pledged Revenues, whether or not any representative of the Borrower is present, it being understood that nothing contained in this Section 19(b) is intended to confer any right to exclude any such representative of the Borrower from such discussions), all at such reasonable times and intervals as the TIFIA Lender may desire. The Borrower agrees to pay reasonable out-of-pocket expenses incurred by the TIFIA Lender in connection with the TIFIA Lender's exercise of its rights under this Section 19(b) at any time when an Event of Default shall have occurred and be continuing.

(c) The Borrower shall, or shall cause to, maintain and retain all files relating to the Project and the TIFIA Loan until five years after the later of the date on which (1) all rights and duties hereunder and under the TIFIA Bond (including payments) have been fulfilled and necessary audits have been performed and (2) any litigation relating to the Project, the TIFIA Loan or this Agreement is finally resolved. The Borrower shall provide or cause to provide the TIFIA Lender in a timely manner all records and documentation relating to the Project that the TIFIA Lender may reasonably request from time-to-time.

(d) The Borrower shall, or shall cause to, provide to the TIFIA Lender, promptly after the sending or receipt thereof, copies of (i) all material reports or other written materials relating to the Riverwalk Expansion Phases 2 and 3 sent to any Nationally Recognized Rating Agency that has provided, or is being requested to provide, a rating on any indebtedness in respect of the Pledged Revenues or any additional Bonds, (ii) all material notices and other written communications relating to the General Ordinance, the TIFIA Loan Documents, the Riverwalk Expansion Phases 2 and 3, the Pledged Revenues or the financing thereof, (iii) all reports, notices and other written materials required to be sent to the Bondholders under the General Ordinance, and (iv) all material notices relating to any of the Principal Project Contracts or Additional Project Contracts.

(e) The TIFIA Lender shall have the right to conduct from time-to-time independent financial and compliance audits of the Borrower in accordance with the Single Audit Act of 1984, as amended, and Office of Management and Budget Circular A 133, "Audits of State and Local Governments," or as otherwise requested by the TIFIA Lender. Upon reasonable notice, the Borrower shall cooperate fully in conducting audits and shall, or shall cause to, provide full access to any books, documents, papers or other records which are pertinent to the Project or the TIFIA Loan, to the Secretary, or the designee thereof, for

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necessary project or programmatic audits pursuant to 23 U.S.C. § 607, 49 CFR 80.19, 31 U.S.C. § 6503(h) and 31 U.S.C. § 7503(b).

SECTION 20. Financial Plan, Statements, and Reports.

(a) The Borrower shall provide to the TIFIA Lender and the FHWA Illinois Division Office the Base Case Financial Plan, within 60 days after the Effective Date and annually thereafter not later than ninety (90) days after the beginning of each Borrower Fiscal Year until the repayment in full of the TIFIA Loan. The Base Case Financial Plan submitted within 60 days after the Effective Date should be consistent in all respects with the projections, assumptions and other information contained or reflected in the Base Case Financial Model. For the period through Substantial Completion, the Financial Plan, as submitted each year as required by this Agreement, shall be approved in writing by the FHWA Illinois Division with the concurrence of the TIFIA Lender and FHWA's Office of Innovative Program Delivery. The Financial Plan shall be prepared in accordance with recognized financial reporting standards, such as those in the "Guide for Prospective Financial Information" of the American Institute of Certified Public Accountants, shall meet FHWA's Major Project Financial Plan Guidance, as amended from time-to-time, and shall be in form and substance satisfactory to the TIFIA Lender.

(i) The Financial Plan shall include: (1) a certificate signed by the Borrower's Authorized Representative to the effect that the Financial Plan, including the assumptions and supporting documentation, is accurate and reasonable to the "best of the Borrower's knowledge and belief"; (2) a certificate signed by the Borrower's Authorized Representative demonstrating that projected Pledged Revenues shall be sufficient to meet the Loan Amortization Schedule; and (3) an electronic copy of the updated Base Case Financial Model for the period beginning with the commencement of design activities for Riverwalk Phases 2 and 3 through the Final Maturity Date, in substantially the form heretofore provided to the TIFIA Lender, based upon assumptions and projections with respect to the revenues, expenses and other financial aspects of the Riverwalk Expansion Phases 2 and 3 which shall reflect the prior experience and current status of the Riverwalk Expansion Phases 2 and 3, and the expectations of the Borrower with respect to the Riverwalk Expansion Phases 2 and 3 as of the most recent practicable date prior to the delivery of such model.

(ii) For the period through Substantial Completion, the Financial Plan shall: (1) provide the current estimate of the total cost of the Riverwalk Phases 2 and 3 and the remaining cost to complete the work, identify any significant cost changes since the previous Financial Plan, discuss reasons for and implications of the cost changes, and include a summary table showing the history of Riverwalk Phases 2 and 3 Costs by major activity or category since the Base Case Financial Plan or the preceding Financial Plan, as applicable; (2) provide the current schedule and implementation plan for completing the Riverwalk Expansion Phases 2 and 3, including the Substantial Completion Date, identify major milestones for each component of the Riverwalk Expansion Phases 2 and 3 and compare current milestone dates with milestone dates in the Base Case Financial

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Plan or the preceding Financial Plan, as applicable, and discuss reasons for changes in milestone dates; (3) provide current estimates of sources and uses of funds for the Riverwalk Expansion Phases 2 and 3, identify any significant funding changes since the preceding Financial Plan, discuss reasons for and implications of the funding changes, and include a summary table showing the history of funding since the Base Case Financial Plan or the preceding Financial Plan, as applicable; (4) provide an updated cash flow schedule showing annual cash needs versus available revenue and funding to meet those needs and identify any potential revenue and funding shortfalls and addressing contingency measures that will or may be taken to address any shortfalls; (5) based on the updated cash flow schedule, provide projected debt service coverage ratios for the Bonds, including the TIFIA Bond, through the Final Maturity Date; (6) provide cost containment strategies and risk mitigation plans that have been or may be implemented to address factors that are affecting or could affect the scheduled completion or financial viability of the Riverwalk Expansion Phases 2 and 3; (7) provide the total value of approved changes in design or scope, and provide a listing of each individual change valued at \$1,000,000 or more, setting forth the rationale or need for the proposed change and describing the impact of such change; (8) contain, in form and substance satisfactory to the TIFIA Lender, a written narrative report on the progress of design, permitting, acquisition and construction of the Riverwalk Expansion Phases 2 and 3 since the Base Case Financial Plan or the preceding Financial Plan, as applicable, describing in reasonable detail all significant activities concerning status including any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof; and (9) comply in all respects with FHWA's Major Project Financial Plan requirements.

(iii) For the period following Substantial Completion until repayment of the TIFIA Loan in full, the Financial Plan shall: (1) provide an updated cash flow schedule showing annual cash inflows (Pledged Revenues, interest and other income) and outflows (capital costs, Debt Service, replenishment of reserves and other uses) with a narrative identifying any potential revenue or funding shortfall and discussing contingency measures that will or may be taken to address any shortfalls; (2) provide current and estimated amounts of revenues received and the amounts deposited into each of the accounts and subaccounts established under the General Ordinance and the amount disbursed from such funds and accounts and the balance in each of the funds and accounts; (3) provide an updated schedule of actual and projected Pledged Revenues, showing actual and projected coverage ratios for the TIFIA Loan; (4) provide a schedule of then current toll rates and planned increases; and (5) provide a written narrative report explaining any variances in costs or revenues since the preceding Financial Plan and describing in reasonable detail any material matters that may affect the future performance of the Borrower's obligations under this Agreement and the causes thereof to include, but not limited, traffic and revenue reports, operational contracts, and third-party transactions.

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(b) Not later than ninety (90) days following the Substantial Completion Date, the Borrower shall provide the TIFIA Lender with a final written narrative report, summarizing all significant activities and events, since the Base Case Financial Plan, affecting the operation, maintenance, financing, or management of the Riverwalk Expansion Phases 2 and 3 in a form reasonably satisfactory to the TIFIA Lender. Such report shall include an updated cash flow schedule and currently projected Total Debt Service Coverage Ratios for all Borrower Fiscal Years during the term of the TIFIA Loan. For the avoidance of doubt, the Borrower must comply with the continued reporting requirements of FHWA Major Projects Financial Plan Guidance, as amended from time-to-time.

(c) For the period through Substantial Completion, the Borrower shall provide the TIFIA Lender with written notification, of the institution of any increase or decrease of the overall Project Costs, setting forth the nature of the proposed increase or decrease and estimating the impact of such increase or decrease on the Financial Plan. The Borrower's notice shall demonstrate that the proposed increase or decrease is consistent with the provisions of this Agreement, is necessary or beneficial to the Project and does not impair the completion of the Project.

(d) The Borrower shall furnish to the TIFIA Lender:

(i) As soon as available, but no later than one hundred and eighty (180) days after the last day of each of the Borrower's Fiscal Years, annual audited financial statements for the Fiscal Year end. The annual audited financial statements will be substantially similar in form and substance to the Borrower's annual audited financial statements for Fiscal Year 2012. All such financial statements of the Borrower shall be complete and correct in all material respects and shall be prepared in reasonable detail and in accordance with GASB applied consistently throughout the periods reflected therein (except for changes approved or required by any independent public accountants certifying such statements and disclosed therein). The annual audited financial statements shall be furnished by the Borrower by posting to its website, together with written notice from the Borrower to the TIFIA Lender of such posting. Physical copies of the annual audited financial statements shall be delivered by the Borrower to the TIFIA Lender as soon as available.

(ii) The Borrower shall furnish to the TIFIA Lender, together with each delivery of annual audited financial statements of the Borrower pursuant to Section 20(d), a certificate signed by the Borrower's Authorized Representative stating whether or not, during the annual period covered by such financial statements, there occurred any Event of Default or event which, with notice or lapse of time or both, would become an Event of Default, and, if any such Event of Default or other event shall have occurred during such period, the nature of such Event of Default or other event and the actions that the Borrower has taken or intends to take in respect thereof.

(iii) The Borrower shall cause the Trustee to furnish to the TIFIA Lender monthly reports of the amounts of the Motor Fuel Tax Revenue and

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Additional City Revenue received by the Trustee under the General Ordinance and the deposit, transfer and disbursements of such moneys.

SECTION 21. Project Oversight and Monitoring.

(a) Project Development, Design and Construction. The TIFIA Lender shall have the right in its sole discretion to monitor (or direct its agents to monitor) development, including but not limited to environmental compliance, design, right-of-way acquisition, and construction of the Riverwalk Expansion Phases 2 and 3. The Borrower shall be responsible for administering construction oversight of the Riverwalk Expansion Phases 2 and 3 in accordance with the Construction Agreement of the Riverwalk Expansion Phases 2 and 3. The Borrower's oversight of development, environmental compliance, design, right-of-way acquisition, and construction monitoring shall be conducted pursuant to the Project Oversight Agreement, which may be amended from time-to-time upon mutual agreement of the Borrower and FHWA, or when so required by federal statute or otherwise required by the United States Congress. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing the TIFIA Lender with such reports, documentation or other information as shall be requested by the TIFIA Lender, or its agents, including any independent engineer reports, documentation or information.

(b) Reporting. The Borrower shall furnish to the TIFIA Lender the following:

(i) Construction Progress Reports. On or before the last Business Day of any calendar month during the Construction Period, a report executed by a Borrower's Authorized Representative (A) of the amount of Project Costs expended since the Effective Date as well as during the preceding calendar month and the amount of Project Costs estimated to be required to complete the Riverwalk Expansion Phases 2 and 3, (B) providing an assessment of the overall construction progress since the date of the last report and since the Effective Date, together with an assessment of how such progress compares to the Construction Schedule, (C) specifying the Substantial Completion Date, (D) providing a detailed description of all material problems (including but not limited to actual and anticipated cost and/or schedule overruns, if any) encountered or anticipated in connection with the construction of the Riverwalk Expansion Phases 2 and 3 since the date of the last report, together with an assessment of how such problems may impact the Construction Schedule and the meeting of critical dates thereunder and a detailed description of the proposed solutions to any such problems, (E) specifying the delivery status of major equipment and the effect, if any, that the anticipated delivery dates of such equipment has on the overall Construction Schedule, (F) specifying any proposed or pending change orders and (G) a discussion or analysis of such other matters related to the Riverwalk Expansion Phases 2 and 3 as the TIFIA Lender may reasonably request. The Borrower shall respond, and use commercially reasonable efforts to cause the applicable Construction Contractor to respond, to the TIFIA Lender's inquiries regarding such report and any Construction Contractor's or other contractors' performance of their respective obligations under the Construction Agreement.

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(ii) Construction Contractor Reports. During the Construction Period, promptly after receipt thereof, a copy of each report delivered by each Construction Contractor to the Borrower pursuant to each Construction Agreement to which it is a party.

(iii) Annual Maintenance Budget. The Borrower shall submit both the proposed maintenance budget for the Riverwalk Expansion Phases 2 and 3, if any, and the final maintenance budget (the “Annual Maintenance Budget”) within 30 days of its availability, each prepared by the Borrower in good faith and accompanied by a certificate of the Borrower’s Authorized Representative to the effect that such representative has no reason to believe that the Annual Maintenance Budget is incorrect or misleading in any material respect, based upon information then known by the Borrower’s Authorized Representative.

(iv) Books and Accounts. The Borrower will keep proper books and accounts relating to, among other things, the amount of Motor Fuel Tax Revenues and Additional City Revenues received in each Fiscal Year, and the use of such Motor Fuel Tax Revenues and Additional City Revenues.

(v) Permits. Commencing with the Effective Date, and prior to the advertisement of an Additional Project Contract, the Borrower shall certify to the TIFIA Lender that it is in receipt of or has filed for all Governmental Approvals or other consents or approvals necessary for the commencement of construction. Governmental Approvals or other consents and approvals obtained after the execution of an Additional Project Contract shall be listed in the Construction Progress Report detailed in clause (i) above.

(c) Operations. For the period following Substantial Completion, the TIFIA Lender shall have the right, in its sole discretion, to monitor (or direct its agents to monitor) the Project’s operations and to require reporting on the operation and management of the Project and to provide copies of any contracts relating to the operation, maintenance and safety services for the Project as may be required from time-to-time. The Borrower agrees to cooperate in good faith with the TIFIA Lender in the conduct of such monitoring by promptly providing, or causing to provide, the TIFIA Lender with such reports, documentation, or other information as shall be requested by the TIFIA Lender. In the event that the TIFIA Lender retains a financial oversight advisor under contract with the TIFIA Lender, which decision shall be within the sole discretion of the TIFIA Lender, to carry out the provisions of this Section, the reasonable cost of such monitoring shall be borne by the Borrower. The TIFIA Lender shall provide the Borrower reasonable notice of its retention of a financial oversight advisor, as well as an estimate for the expected costs thereof. Costs incurred by the TIFIA Lender for such monitoring shall be promptly reimbursed by the Borrower upon demand therefor in the form of an invoice reasonably acceptable to the Borrower.

SECTION 22. No Personal Recourse. No official, employee or agent of the TIFIA Lender or the Borrower or any Person executing this Agreement or any of the other TIFIA Loan Documents shall be personally liable with respect to this Agreement or such other TIFIA Loan Documents by reason of the issuance, delivery or execution hereof or thereof, provided that

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nothing in this Section shall be construed to relieve the Borrower from any liability it may incur under this Agreement or any of the other TIFIA Loan Document.

SECTION 23. No Third Party Rights. The parties hereby agree that this Agreement and the General Ordinance create no third party rights against the United States or the TIFIA Lender, solely by virtue of the TIFIA Loan, and the Borrower agrees to hold the above Federal parties harmless, to the extent permitted by laws, from any lawsuit or claim arising in law or equity solely by reason of the TIFIA Loan, and that no third party creditor or creditors of the Borrower shall have any right against the TIFIA Lender with respect to the TIFIA Loan made pursuant to this Agreement or otherwise under the General Ordinance. No payment obligations arising under the General Ordinance or any other document shall be payable by the TIFIA Lender, except to the extent of funds appropriated and legally available therefor.

SECTION 24. Borrower's Authorized Representative. The Borrower shall at all times have appointed a Borrower's Authorized Representative by designating such Person or Persons from time-to-time to act on the Borrower's behalf pursuant to a written certificate furnished to the TIFIA Lender, the State Treasurer and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by an Authorized Officer on behalf of the Borrower.

SECTION 25. TIFIA Lender's Authorized Representative.

(a) The TIFIA Lender shall at all times have appointed a TIFIA Lender's Authorized Representative by designating such Person or Persons from time-to-time to act on the TIFIA Lender's behalf pursuant to a written certificate furnished to the Borrower and the Servicer, if any, containing the specimen signature or signatures of such Person or Persons and signed by the TIFIA Lender.

(b) Pursuant to a Delegation of Authority dated July 24, 2003, the Administrator delegated the authority to enter into contracts and sign all contractual and funding documents (with the exception of the term sheets and credit agreements) necessary to implement the Act, including entering into technical amendments to, and restatements of, term sheets and credit agreements that do not materially impair the credit quality of the revenues pledged to repay the USDOT. This authority was delegated to the Associate Administrator for Administration who in turn delegated such authority to the Director of the Office of Innovative Program Delivery on June 15, 2009. Pursuant to these delegations the above named officers, any of whom alone may act, serve as the Lender's Authorized Representative under this Agreement, in addition to the Administrator for the purposes set forth herein.

SECTION 26. Servicer. The TIFIA Lender may from time-to-time designate an entity or entities to perform, or assist the TIFIA Lender in performing, the duties of the Servicer or specified duties of the TIFIA Lender under this Agreement and the TIFIA Bond. The TIFIA Lender shall give the Borrower written notice of the appointment of any Servicer and shall enumerate the duties or any change in duties to be performed by any Servicer. Any references in this Agreement to the TIFIA Lender shall be deemed to be a reference to the Servicer with respect to any duties which the TIFIA Lender shall have delegated to such Servicer. The TIFIA

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Lender may at any time assume the duties of any Servicer under this Agreement and the TIFIA Bond.

SECTION 27. Fees and Expenses.

(a) Commencing in Federal Fiscal Year (FFY) 2014 and continuing thereafter each year throughout the term of this Agreement, the Borrower shall pay to the TIFIA Lender an annual loan servicing fee on or about the 15th of November of each such year. The TIFIA Lender shall establish the amount of this annual fee, and the TIFIA Lender shall notify the Borrower of the amount, at least 30 days before payment is due.

(b) In establishing the amount of the fee, the TIFIA Lender shall adjust the previous year's base amount utilizing the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100, or its successor(s), published by the Bureau of Labor Statistics, or its successor(s). For the FFY 2014 calculation, the TIFIA Lender will use the FFY 2013 base amount of \$12,303 which applies to other borrowers under the Act, as the previous year's base amount. The TIFIA Lender will calculate the percentage change in the CPI-U, before seasonal adjustment, from August of the previous year to August of the current year and will then adjust the previous year's base amount in proportion to the CPI percentage change. To calculate the amount of the fee, the TIFIA Lender shall round the current year's base amount using increments of \$500. Results with the ending integers between 250-499 or between 750-999 shall be rounded upward, and results with the ending integers between 001-249 or between 501-749 shall be rounded downward. The CPI adjustments in the following years shall begin with the base amount, not the rounded fee.

(c) The Borrower shall cooperate and respond to any reasonable request of the Servicer for information, documentation or other items reasonably necessary for the performance by the Servicer of its duties hereunder.

(d) The Borrower agrees, whether or not the transactions hereby contemplated shall be consummated, to reimburse the TIFIA Lender on demand from time-to-time on and after the date hereof for any and all fees, costs, charges and expenses incurred by it (including the reasonable fees, costs and expenses of counsel and other advisors) in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other TIFIA Loan Documents and the transactions hereby and thereby contemplated, including without limitation, reasonable attorneys', engineers', and planning fees and professional costs, including all such fees, costs and expenses incurred as a result of or in connection with:

(i) the enforcement of or attempt to enforce any provision of this Agreement or any of the other TIFIA Loan Documents;

(ii) any amendment or requested amendment of, or waiver or consent or requested waiver or consent under or with respect to, this Agreement or any of the other TIFIA Loan Documents, or advice in connection with the administration of this Agreement or any of the other TIFIA Loan Documents or the rights of the TIFIA Lender thereunder; and

Attachment F: TIFIA Agreement

(iii) any work-out, restructuring or similar arrangement of the obligations of the Borrower under this Agreement or the other TIFIA Loan Documents during the pendency of one or more Events of Default.

(e) The obligations of the Borrower under this Section shall survive the payment or prepayment in full or transfer of the TIFIA Bond, the enforcement of any provision of this Agreement or the other TIFIA Loan Documents, any such amendments, waivers or consents, any Event of Default, and any such workout, restructuring or similar arrangement.

SECTION 28. Amendments and Waivers. No amendment, modification, termination or waiver of any provision of this Agreement shall in any event be effective without the written consent of each of the parties hereto.

SECTION 29. Governing Law. This Agreement shall be governed by the federal laws of the United States if and to the extent such federal laws are applicable and the internal laws of the State, if and to the extent such federal laws are not applicable.

SECTION 30. Severability. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. In the event of any conflict between the duties of the Trustee in this Agreement and the General Ordinance, the General Ordinance shall control.

SECTION 31. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns. Neither party's rights or obligations hereunder nor any interest therein may be assigned or delegated without the prior written consent of the other party except as provided in Section 17.

SECTION 32. Remedies Not Exclusive. No remedy conferred herein or reserved to the TIFIA Lender is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the General Ordinance or now or hereafter existing at law or in equity or by statute.

SECTION 33. Delay or Omission Not Waiver. No delay or omission of the TIFIA Lender to exercise any right or remedy provided hereunder upon a default of the Borrower (except a delay or omission pursuant to a written waiver) shall impair any such right or remedy or constitute a waiver of any such default or acquiescence therein. Every right and remedy given by this Agreement or by the General Ordinance to the TIFIA Lender may be exercised from time-to-time, and as often as may be deemed expedient by the TIFIA Lender.

SECTION 34. Counterparts. This Agreement and any amendments, waivers, consents or supplements hereto or in connection herewith may be executed in any number of counterparts and by the different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute one and the same instrument; signature pages may be detached from multiple separate counterparts and

Attachment F: TIFIA Agreement

attached to a single counterpart so that all signature pages are physically attached to the same document.

SECTION 35. Notices, Deliverables and Payment Instructions. Notices hereunder shall be effective upon receipt and shall be given by electronic mail with confirmation of receipt (only with respect to ministerial and non-substantive notices), certified mail, return receipt requested, or by other delivery service providing evidence of receipt to:

If to the TIFIA Lender

TIFIA Joint Program Office (HITJ)
Federal Highway Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
Attention: Director
Telephone: 202-366-9644
Facsimile: 202-366-2908
E-mail: TIFIACredit@dot.gov

with copies to:

Illinois Division
Federal Highway Administration
3250 Executive Park Drive
Springfield, Illinois 62703
Phone: 217-492-4600
Fax: 217-492-4621
E-mail: Illinois.fhwa@dot.gov

If to the Borrower:

City of Chicago, Illinois
Department of Finance
121 North LaSalle Street, Room 509
Chicago, Illinois 60602
Attention: Chief Financial Officer
Phone: 312-744-7100
Fax: 312-744-4877
E-mail: lois.scott@cityofchicago.org

with copies to:

City of Chicago, Illinois
Office of the Corporation Counsel
121 North LaSalle Street, Room 600
Chicago, Illinois 60602
Attention: Finance and Economic Development
Division
Phone: 312-744-0200
Fax: 312-744-8538
E-mail: james.mcdonald@cityofchicago.org

Attachment F: TIFIA Agreement

and

City of Chicago, Illinois
Chicago Department of Transportation
30 North LaSalle Street, Room 400
Chicago, Illinois 60602
Attention: Commissioner
Phone: 312-744-3600
Fax: 312-744-1200
E-mail: gabe.klein@cityofchicago.org

If to the Trustee:

Amalgamated Bank of Chicago
One West Monroe Street
Chicago, IL 60603
Attention: Corporate Trust Services
Phone: 312-822-8545
Fax: 312-267-8782
E-mail: psumerall@aboc.com

Notices required to be provided herein shall be provided to such different addresses or to such further parties as may be designated from time-to-time by a Borrower's Authorized Representative with respect to notices to the Borrower, by a TIFIA Lender's Authorized Representative with respect to notices to the TIFIA Lender or the Servicer, and by the Trustee. The Borrower shall make, or cause the Trustee to make, any payments hereunder or under the TIFIA Bond, as applicable, in accordance with the payment instructions hereafter provided by a TIFIA Lender's Authorized Representative to the Borrower and the Trustee in accordance with Section 9(d).

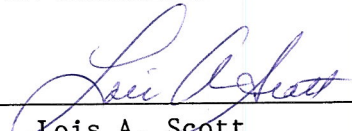
SECTION 36. Effectiveness. This Agreement shall be effective on the Effective Date.

SECTION 37. Termination. This Agreement shall terminate upon payment in full by the Borrower of the TIFIA Loan, provided, however, that the indemnification requirements of Section 16, the reporting and record keeping requirements of Section 19(b) and (c) and the payment requirements of Section 27 shall survive the termination of this Agreement (collectively, the "Survival Provisions"). For purposes of the definition of Additional City Revenues set forth in the 2013 Series Ordinance, any amount due to the TIFIA Lender pursuant to the Survival Provisions shall not be considered to be an amount due under this Agreement at and after such time as (a) the TIFIA Bond is no longer Outstanding and (b) the City agrees with the TIFIA Lender in writing to pay and or perform such Survival Provisions from other legally available revenues.

Attachment F: TIFIA Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF CHICAGO

By: 
Name: Lois A. Scott
Title: Chief Financial Officer

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: _____
Name: _____
Title: _____

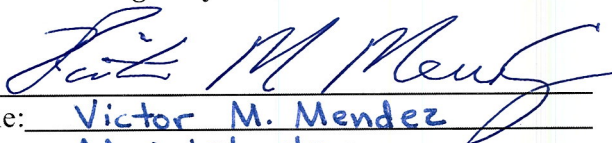
Attachment F: TIFIA Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

CITY OF CHICAGO

By: _____
Name: _____
Title: _____

UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator

By: 
Name: Victor M. Mendez
Title: Administrator

[Signature Page to TIFIA Loan Agreement]

Attachment F: TIFIA Agreement

Schedule I

Wacker Drive Reconstruction Project

Project Budget

	Eligible Costs	Ineligible Costs	Total Costs
Sources			
Wacker Drive			
Federal	\$ 232,255,709	\$ -	\$ 232,255,709
State/Local	\$ 75,254,291	\$ -	\$ 75,254,291
Wacker Drive Subtotal	\$ 307,510,000	\$ -	\$ 307,510,000
Riverwalk Phase 1			
Local*	\$ 9,349,486	\$ 10,503,287	\$ 19,852,773
Riverwalk Phase 1 Subtotal	\$ 9,349,486	\$ 10,503,287	\$ 19,852,773
Riverwalk Phases 2 & 3			
Local*	\$ 3,493,865	\$ -	\$ 3,493,865
Federal	\$ 480,000	\$ -	\$ 480,000
TIFIA	\$ 98,660,000	\$ -	\$ 98,660,000
Riverwalk Phases 2 & 3 Subtotal	\$ 102,633,865	\$ -	\$ 102,633,865
Total Wacker Drive Project	\$ 419,493,352	\$ 10,503,287	\$ 429,996,639
Uses			
Wacker Drive			
Design	\$ 29,920,000	\$ -	\$ 29,920,000
Construction Management	\$ 30,100,000	\$ -	\$ 30,100,000
Construction (incl. Change Orders)	\$ 242,320,000	\$ -	\$ 242,320,000
Enhanced Traffic Control	\$ 5,170,000	\$ -	\$ 5,170,000
Wacker Drive Subtotal	\$ 307,510,000	\$ -	\$ 307,510,000
Riverwalk Phase 1			
Design	\$ 1,035,701	\$ -	\$ 1,035,701
Construction Management	\$ 1,980,940	\$ -	\$ 1,980,940
Construction	\$ 6,332,846	\$ 10,503,287	\$ 16,836,133
Riverwalk Phase 1 Subtotal	\$ 9,349,486	\$ 10,503,287	\$ 19,852,773
Riverwalk Phases 2 & 3			
Design	\$ 6,473,865	\$ -	\$ 6,473,865
Phase 2 Construction**	\$ 38,298,425	\$ -	\$ 38,298,425
Phase 3 Construction**	\$ 56,861,575	\$ -	\$ 56,861,575
Mitigation	\$ 1,000,000	\$ -	\$ 1,000,000
Riverwalk Phases 2 & 3 Subtotal	\$ 102,633,865	\$ -	\$ 102,633,865
Total Wacker Drive Reconstruction Project	\$ 419,493,352	\$ 10,503,287	\$ 429,996,639

All figures rounded to the nearest dollar

* Local funding sources include Open Space Impact Fees, TIF, and GO Bonds

** Phases 2 & 3 construction line item includes Phases 2 & 3 construction management

Source: Derived from City of Chicago Financial Model (revised June 12, 2013 version)

Attachment F: TIFIA Agreement

SCHEDULE II

Riverwalk Expansion Phases 2 and 3 Construction Schedule

Project Milestone	Date
<u>Phase 2 Construction- State Street to LaSalle Street</u>	
Permits Complete	9/1/2013
Advertise to Let	6/30/2013
Notice to Proceed	9/3/2013
Substantial Completion	12/1/2014
<u>Phase 3 Construction- LaSalle Street to Lake Street</u>	
Permits Complete	9/1/2013
Advertise to Let	2/1/2014
Notice to Proceed	4/1/2014
Substantial Completion	12/1/2016

Attachment F: TIFIA Agreement

SCHEDULE III PROJECT

SCHEDULE OF LICENSE AGREEMENTS

License Agreements

- 1) The City of Chicago Department of Transportation and Mercury Skyline Yacht Charters, Inc. and Mercury Sightseeing Boats, Inc. for the docking of tour boats on the Chicago River, dated March 18, 2013.
- 2) The City of Chicago Department of Transportation and Wendella Sightseeing Company, Inc. for the docking of tour boats on the Chicago River, dated March 18, 2013.

EXHIBIT A
FORM OF TIFIA BOND

Registered
No. _____

Registered Not to Exceed
\$ _____

UNITED STATES OF AMERICA
STATE OF ILLINOIS

CITY OF CHICAGO

WACKER DRIVE RECONSTRUCTION PROJECT
(INCLUDING THE CHICAGO RIVERWALK EXPANSION)
(TIFIA – 2013-1004A)

Interest Maturity Dated
Rate: _____ % Date: _____ 1, _____ Date: _____ 1, _____

Registered Owner: UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator, or its assigns

Maximum Principal Amount:

[1] THE CITY OF CHICAGO, ILLINOIS (the “**Borrower**”) for value received, promises to pay to the United States Department of Transportation, acting by and through the Federal Highway Administrator, or its assigns (the “**TIFIA Lender**” and “**Registered Owner**”), the lesser of (x) the Maximum Principal Amount set forth above and (y) the aggregate unpaid principal amount of all disbursements (the “**Disbursements**”) made by the TIFIA Lender (such lesser amount, together with any interest that is capitalized in accordance with the provisions of the TIFIA Loan Agreement referred to below, being hereinafter referred to as the “**Outstanding TIFIA Loan Balance**”), together with accrued and unpaid interest (including, if applicable, interest at the TIFIA Default Rate, as defined in the TIFIA Loan Agreement) on the Outstanding TIFIA Loan Balance and all fees, costs and other amounts payable in connection therewith, all as more fully described in the below-referenced TIFIA Loan Agreement. This bond is one of a duly authorized Series of bonds of the Borrower designated “Motor Fuel Tax Revenue TIFIA Bonds” (the “**TIFIA Bond(s)**”), in the aggregate principal amount of \$98,660,000 issued pursuant to the home rule powers of the Borrower and under and pursuant to the Motor Fuel Tax Revenue Bonds General Ordinance of the Borrower duly adopted on November 28, 1990, as amended from time to time (the “**General Ordinance**”), and a 2013 Series and Supplemental Ordinance adopted on March 13, 2013 (the “**2013 Series Ordinance**” and, together with the General Ordinance, the “**Ordinances**”). As provided in the General Ordinance, Bonds (as defined below) of the Borrower may be issued from time to time pursuant to Series Ordinances in one or more series, in various principal amounts, may mature at different times, may bear interest at different rates, and, subject to the provisions of the General Ordinance, may otherwise vary. Proceeds derived from the issuance of the TIFIA Bond(s) will be used for the purposes described in the TIFIA Loan Agreement. Each Disbursement made by the TIFIA Lender to the

Attachment F: TIFIA Agreement

Borrower pursuant to the TIFIA Loan Agreement and each prepayment made on account of the Outstanding TIFIA Loan Balance, shall be recorded by or on behalf of the TIFIA Lender and endorsed on the grid attached hereto as Appendix One in accordance with the terms of the TIFIA Loan Agreement, which is hereby made a part hereof. The principal hereof shall be payable in the manner and at the place provided in the TIFIA Loan Agreement in accordance with Appendix Two, as revised from time to time in accordance with the TIFIA Loan Agreement, until paid in full. Such Appendix Two shall be revised or completed by or on behalf of the TIFIA Lender in accordance with the terms of the TIFIA Loan Agreement. Payments hereon are to be made in accordance with Sections 9 and 10 of the TIFIA Loan Agreement as the same become due. Principal of and interest on this TIFIA Bond shall be paid in funds available on or before the due date and in any lawful coin or currency of the United States of America which at the date of payment is legal tender for the payment of public and private debts.

[2] The TIFIA Bond has been executed under and pursuant to a TIFIA Loan Agreement, dated as of the date hereof, between the TIFIA Lender and the Borrower (the “**TIFIA Loan Agreement**”) and is issued to evidence the obligation of the Borrower under the TIFIA Loan Agreement to repay the loan made by the TIFIA Lender and any other payments of any kind required to be paid by the Borrower under the TIFIA Loan Agreement or the other TIFIA Loan Documents referred to therein. Reference is made to the TIFIA Loan Agreement for all details relating to the Borrower’s obligations hereunder. All capitalized terms used in this bond and not defined herein shall have the meanings set forth in the TIFIA Loan Agreement and the Ordinances, as applicable.

[3] The TIFIA Bond is issued in fully registered form in the denomination of \$5,000 or any integral multiple of \$5,000. Subject to the limitations and upon payment of the charges provided in the Ordinances, TIFIA Bond in fully registered form may be exchanged for a like aggregate principal amount of TIFIA Bonds in fully registered form of other Authorized Denominations.

[4] The interest payable on this TIFIA Bond on each interest payment date (computed on the outstanding TIFIA Loan Balance from time-to-time on the basis of a 365-day or 366-day year, as appropriate, for the actual number of days elapsed) will be paid to the person in whose name this TIFIA Bond is registered at the close of business on the fifteenth day of the month next preceding the interest payment date. The principal of and redemption price, if any, of and interest on this TIFIA Bond (and the interest payable on any redemption of this TIFIA Bond other than on an interest payment date) are payable in the manner and at the place provided in the TIFIA Loan Agreement.

[5] This TIFIA Bond shall be subject to mandatory prepayment and extraordinary mandatory redemption in accordance with the TIFIA Loan Agreement.

This TIFIA Bond shall be subject to redemption at the option of the Borrower in whole or in part (and, if in part, the principal installments and amounts thereof to be redeemed are to be determined in accordance with the TIFIA Loan Agreement); provided, however, such redemption shall be at such premium and in such amounts as provided in the TIFIA Loan Agreement.

Attachment F: TIFIA Agreement

[6] This TIFIA Bond is a legal, valid and binding limited obligation of the Borrower payable solely from Motor Fuel Tax Revenues which lawfully may be used for the purpose of payment of Municipal Indebtedness (as defined in the General Ordinance), certain Additional City Revenues (as defined in the 2013 Series Ordinance) or from certain other moneys and securities held by the Trustee under the Ordinances. The TIFIA Bond(s) do not constitute an indebtedness of the Borrower within the meaning of any constitutional or statutory provision or limitation of indebtedness. Neither the full faith and credit nor the taxing power of the Borrower, the State of Illinois or any political subdivision of the State of Illinois is pledged to the payment of the principal, redemption price, or interest on the TIFIA Bond(s).

[7] The outstanding Series 1993 Bonds, the outstanding Series 2003 Bonds, the outstanding Series 2008 Bonds, and the TIFIA Bond, together with other Bonds that may be issued in the future under the General Ordinance on a parity with the TIFIA Bond (collectively, the “**Bonds**”), are payable as to principal, redemption price, and interest from Motor Fuel Tax Revenues of the Borrower which lawfully may be used for the purpose of payment of Municipal Indebtedness, from certain Additional City Revenues or from certain other moneys and securities held by the Trustee under the Ordinances.

Reference to the Ordinances is made for a description of the pledges, assignments, liens, security interests, and covenants securing the Bonds (as defined below), including the TIFIA Bond, the nature, extent, and manner of enforcement of those pledges, assignments, liens, security interests, and covenants, the rights and remedies of the registered owners of the Bonds, and the terms and conditions upon which Bonds have been, are and may be issued.

Reference is made to the Financing Documents for other covenants and declarations of the Borrower and other terms and conditions upon which this TIFIA Bond has been issued, which terms and conditions shall for all purposes have the same effect as if fully set forth herein. The Borrower unconditionally covenants that it will keep and perform all of the covenants of this TIFIA Bond and the Financing Documents.

[8] Pursuant to the General Ordinance, the Borrower has established a Debt Service Fund and Debt Service Reserve Fund with respect to Bonds issued under the General Ordinance. The Borrower has established a TIFIA Bond(s) Account in the Debt Service Fund, which is to be used for paying the principal of and interest on the TIFIA Bond. The Borrower has established a TIFIA Debt Service Reserve Account in the Debt Service Reserve Fund for the sole benefit of the holders of the TIFIA Bond.

[9] The Borrower has assigned to the Trustee for the benefit of the holders from time to time of Bonds all Motor Fuel Tax Revenues received by the Borrower that are to be collected by the Illinois Department of Revenue that may lawfully be used for the payment of Municipal Indebtedness, as well as Additional City Revenues. For the benefit of the holders of Bonds, the Borrower has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues and Additional City Revenues received that lawfully may be so used for payment in full of principal and redemption price of, and interest on all such Bonds, as such amounts become due and payable, whether by the terms of such Bonds or as provided in the General Ordinance or the Series Ordinance applicable to such Bonds or, in the case of the TIFIA Bond, the TIFIA Loan Agreement. Pursuant to the Ordinances and the TIFIA

Attachment F: TIFIA Agreement

Loan Agreement, the Borrower has provided for deposit requirements in the TIFIA Bond(s) Account of the Debt Service Fund and the TIFIA Debt Service Reserve Account of the Debt Service Reserve Fund.

[10] This TIFIA Bond is transferable, as provided in the Ordinances, only upon the books of the Borrower kept for that purpose at the designated corporate trust office of the Trustee in Chicago, Illinois, by the registered owner of this TIFIA Bond in person, or by the owner's agent duly authorized in writing. Upon the surrender of this TIFIA Bond, together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or the owner's agent authorized in writing, and upon the payment of any charges prescribed in the Ordinances, a new registered TIFIA Bond, in the same aggregate principal amount and of the same maturity, shall be issued to the transferee as provided in the Ordinances. The City and the Trustee may deem and treat the registered owner as the absolute owner of this TIFIA Bond (whether or not this TIFIA Bond shall be overdue) for the purpose of receiving payment of or on account of principal of this TIFIA Bond and the redemption price, if any, and interest due on this TIFIA Bond and for all other purposes, and neither the City nor the Trustee shall be affected by any notice to the contrary. Neither the City nor the Trustee shall be obligated to make any exchange or transfer of this TIFIA Bond during the period from any record date to the next interest payment date on the TIFIA Bonds or to make any such transfer or exchange of this TIFIA Bond if this TIFIA Bond is proposed to be redeemed after its selection by the Trustee for redemption.

[11] Any delay on the part of the TIFIA Lender in exercising any right hereunder shall not operate as a waiver of any such right, and any waiver granted with respect to one default shall not operate as a waiver in the event of any subsequent default.

[12] It is certified, recited and declared that all acts, conditions, and things required by law to exist, to have happened, and to have been performed precedent to and in connection with the issuance of this TIFIA Bond, did exist, have happened, and have been performed in due time, form, and manner as required by law. This TIFIA Bond is issued with the intent that the federal laws of the United States of America shall govern its construction to the extent such federal laws are applicable and the internal laws of the State of Illinois shall govern its construction to the extent such federal laws are not applicable.

[13] This TIFIA Bond shall not be valid or become obligatory for any purpose until the Certificate of Authentication hereon has been signed manually by the Trustee.

[14] In Witness Whereof, the City of Chicago, Illinois, by the City Council of the City of Chicago, has caused this TIFIA Bond to be executed in its name by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk of the City and its corporate seal (or a facsimile of that seal) to be affixed, imprinted, engraved, or otherwise reproduced on this TIFIA Bond, all as of the Dated Date identified above.

Attachment F: TIFIA Agreement

City of Chicago, Illinois

By: _____
Mayor

(Seal)

Attest:

City Clerk

CERTIFICATE OF AUTHENTICATION

This TIFIA Bond is one of the Bonds described in the within-mentioned Ordinances.

Date of Authentication: _____, _____

_____,
as Trustee

By: _____
Authorized Signatory

Attachment F: TIFIA Agreement

Assignment

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

Unif Gift Min Act - _____ Custodian _____
(Cust)

(Minor)

under Uniform Gifts to Minors

Act _____
(State)

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with right of survivorship and not as
tenants in common

Additional abbreviations may also be used though not in the above list.

For value received _____ sells, assigns, and transfers
unto _____
(Please insert Social Security or other identifying number of Assignee)

(Please print or typewrite name and address of Assignee)

this Bond of the City of Chicago, Illinois and irrevocably constitutes and appoints
_____ agent to register the transfer of that
Bond on the books kept for its registration.

Dated: _____

Signature Guaranteed:

Signature:

Notice: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

Notice: The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Attachment F: TIFIA Agreement

Appendix One

Maximum Principal Sum: \$_____ Maturity Date: _____

Borrower: City of Chicago

TIFIA Lender: The United States Department of Transportation, acting by and through the Federal Highway Administrator

DISBURSEMENTS AND PAYMENTS OF PRINCIPAL¹

Date	Amount of Disbursement	Amount of Principal Paid	Unpaid Principal Sum	Notation Made by

¹ This Grid may be extended if the number of Disbursements, payments and extensions so requires.

Attachment F: TIFIA Agreement

Appendix 2 Riverwalk Expansion Phases 2 and 3 Loan Amortization Schedule

Initial Principal Amount:			\$	98,660,000	Closing Date:			6/12/2013	Interest Rate:		3.330%
Date	Beginning Balance	Disbursements	Interest (Capitalized & Accrued)			Current Interest Paid	Principal Repayment (*)		Outstanding TIFIA Loan Balance		
01/01/13	\$	-	\$	-	\$	-	\$	-	\$	-	
07/01/13	\$	-	\$	5,724,955	\$	-	\$	-	\$	5,724,955	
01/01/14	\$	5,724,955	\$	16,822,360	\$	183,368	\$	-	\$	22,730,683	
07/01/14	\$	22,730,683	\$	44,066,170	\$	564,495	\$	-	\$	67,361,349	
01/01/15	\$	67,361,349	\$	11,318,320	\$	1,210,276	\$	-	\$	79,889,945	
07/01/15	\$	79,889,945	\$	18,299,527	\$	1,382,794	\$	1,382,794	\$	-	
01/01/16	\$	98,189,472	\$	2,428,668	\$	1,666,369	\$	1,275,104	\$	-	
07/01/16	\$	101,009,404	\$	-	\$	1,672,616	\$	1,672,616	\$	-	
01/01/17	\$	101,009,404	\$	-	\$	1,695,630	\$	1,597,110	\$	-	
07/01/17	\$	101,107,924	\$	-	\$	1,669,610	\$	1,669,610	\$	-	
01/01/18	\$	101,107,924	\$	-	\$	1,697,283	\$	1,697,283	\$	-	
07/01/18	\$	101,107,924	\$	-	\$	1,669,610	\$	1,669,610	\$	-	
01/01/19	\$	101,107,924	\$	-	\$	1,697,283	\$	1,697,283	\$	-	
07/01/19	\$	101,107,924	\$	-	\$	1,669,610	\$	1,669,610	\$	-	
01/01/20	\$	101,107,924	\$	-	\$	1,692,646	\$	1,692,646	\$	239,654	
07/01/20	\$	100,868,271	\$	-	\$	1,670,279	\$	1,670,279	\$	-	
01/01/21	\$	100,868,271	\$	-	\$	1,693,260	\$	1,693,260	\$	390,292	
07/01/21	\$	100,477,979	\$	-	\$	1,659,208	\$	1,659,208	\$	-	
01/01/22	\$	100,477,979	\$	-	\$	1,686,709	\$	1,686,709	\$	552,526	
07/01/22	\$	99,925,453	\$	-	\$	1,650,084	\$	1,650,084	\$	-	
01/01/23	\$	99,925,453	\$	-	\$	1,677,434	\$	1,677,434	\$	727,119	
07/01/23	\$	99,198,334	\$	-	\$	1,638,077	\$	1,638,077	\$	-	
01/01/24	\$	99,198,334	\$	-	\$	1,660,678	\$	1,660,678	\$	914,882	
07/01/24	\$	98,283,451	\$	-	\$	1,627,477	\$	1,627,477	\$	-	
01/01/25	\$	98,283,451	\$	-	\$	1,649,869	\$	1,649,869	\$	1,116,683	
07/01/25	\$	97,166,768	\$	-	\$	1,604,529	\$	1,604,529	\$	-	
01/01/26	\$	97,166,768	\$	-	\$	1,631,124	\$	1,631,124	\$	1,333,447	
07/01/26	\$	95,833,321	\$	-	\$	1,582,510	\$	1,582,510	\$	-	
01/01/27	\$	95,833,321	\$	-	\$	1,608,740	\$	1,608,740	\$	1,566,159	
07/01/27	\$	94,267,162	\$	-	\$	1,556,648	\$	1,556,648	\$	-	
01/01/28	\$	94,267,162	\$	-	\$	1,578,125	\$	1,578,125	\$	1,815,874	
07/01/28	\$	92,451,288	\$	-	\$	1,530,902	\$	1,530,902	\$	-	
01/01/29	\$	92,451,288	\$	-	\$	1,551,966	\$	1,551,966	\$	2,083,716	
07/01/29	\$	90,367,572	\$	-	\$	1,492,253	\$	1,492,253	\$	-	
01/01/30	\$	90,367,572	\$	-	\$	1,516,987	\$	1,516,987	\$	2,278,483	
07/01/30	\$	88,089,088	\$	-	\$	1,454,628	\$	1,454,628	\$	-	
01/01/31	\$	88,089,088	\$	-	\$	1,478,738	\$	1,478,738	\$	2,578,919	
07/01/31	\$	85,510,170	\$	-	\$	1,412,042	\$	1,412,042	\$	-	
01/01/32	\$	85,510,170	\$	-	\$	1,431,524	\$	1,431,524	\$	2,900,892	
07/01/32	\$	82,609,278	\$	-	\$	1,367,928	\$	1,367,928	\$	-	
01/01/33	\$	82,609,278	\$	-	\$	1,386,749	\$	1,386,749	\$	3,245,844	
07/01/33	\$	79,363,433	\$	-	\$	1,310,540	\$	1,310,540	\$	-	
01/01/34	\$	79,363,433	\$	-	\$	1,332,262	\$	1,332,262	\$	3,615,315	
07/01/34	\$	75,748,119	\$	-	\$	1,250,840	\$	1,250,840	\$	-	
01/01/35	\$	75,748,119	\$	-	\$	1,271,572	\$	1,271,572	\$	4,010,951	
07/01/35	\$	71,737,168	\$	-	\$	1,184,607	\$	1,184,607	\$	-	
01/01/36	\$	71,737,168	\$	-	\$	1,200,951	\$	1,200,951	\$	4,434,513	
07/01/36	\$	67,302,654	\$	-	\$	1,114,466	\$	1,114,466	\$	-	
01/01/37	\$	67,302,654	\$	-	\$	1,129,800	\$	1,129,800	\$	4,887,886	
07/01/37	\$	62,414,768	\$	-	\$	1,030,664	\$	1,030,664	\$	-	
01/01/38	\$	62,414,768	\$	-	\$	1,047,747	\$	1,047,747	\$	5,373,085	
07/01/38	\$	57,041,684	\$	-	\$	941,938	\$	941,938	\$	-	
01/01/39	\$	57,041,684	\$	-	\$	957,550	\$	957,550	\$	3,728,555	
07/01/39	\$	53,313,129	\$	-	\$	880,368	\$	880,368	\$	-	

Attachment F: TIFIA Agreement

Appendix 2 Riverwalk Expansion Phases 2 and 3 Loan Amortization Schedule

Initial Principal Amount:		\$	98,660,000	Closing Date:		6/12/2013	Interest Rate:		3.330%
Date	Beginning Balance	Disbursements	Interest (Capitalized & Accrued)	Current Interest Paid	Principal Repayment (*)	Outstanding TIFIA Loan Balance			
01/01/40	\$ 53,313,129	\$ -	\$ 892,514	\$ 892,514	\$ 4,111,747	\$ 49,201,382			
07/01/40	\$ 49,201,382	\$ -	\$ 814,726	\$ 814,726	-	\$ 49,201,382			
01/01/41	\$ 49,201,382	\$ -	\$ 825,936	\$ 825,936	\$ 4,522,303	\$ 44,679,080			
07/01/41	\$ 44,679,080	\$ -	\$ 737,792	\$ 737,792	-	\$ 44,679,080			
01/01/42	\$ 44,679,080	\$ -	\$ 750,021	\$ 750,021	\$ 4,962,113	\$ 39,716,967			
07/01/42	\$ 39,716,967	\$ -	\$ 655,852	\$ 655,852	-	\$ 39,716,967			
01/01/43	\$ 39,716,967	\$ -	\$ 666,723	\$ 666,723	\$ 5,433,199	\$ 34,283,768			
07/01/43	\$ 34,283,768	\$ -	\$ 566,133	\$ 566,133	-	\$ 34,283,768			
01/01/44	\$ 34,283,768	\$ -	\$ 573,944	\$ 573,944	\$ 5,615,766	\$ 28,668,002			
07/01/44	\$ 28,668,002	\$ -	\$ 474,714	\$ 474,714	-	\$ 28,668,002			
01/01/45	\$ 28,668,002	\$ -	\$ 481,245	\$ 481,245	\$ 6,129,697	\$ 22,538,305			
07/01/45	\$ 22,538,305	\$ -	\$ 372,178	\$ 372,178	-	\$ 22,538,305			
01/01/46	\$ 22,538,305	\$ -	\$ 378,347	\$ 378,347	\$ 6,680,086	\$ 15,858,219			
07/01/46	\$ 15,858,219	\$ -	\$ 261,869	\$ 261,869	-	\$ 15,858,219			
01/01/47	\$ 15,858,219	\$ -	\$ 266,210	\$ 266,210	\$ 7,269,481	\$ 8,588,739			
07/01/47	\$ 8,588,739	\$ -	\$ 141,827	\$ 141,827	-	\$ 8,588,739			
01/01/48	\$ 8,588,739	\$ -	\$ 143,784	\$ 143,784	\$ 8,588,739	(0)			
		\$ 98,660,000	\$ 82,927,186	\$ 80,479,261	\$ 101,107,924				

(*) principal maturity

Attachment F: TIFIA Agreement

Exhibit B

Riverwalk Expansion Phases 2 and 3

Anticipated TIFIA Loan Disbursement Schedule

Calendar Year	Amount
2013	\$16,121,663
2014	59,962,447
2015	22,575,890
Total	\$98,660,000

Federal Fiscal Year (Oct. 1 - Sept. 30)	Amount
2013	\$5,724,955
2014	60,888,531
2015	29,617,847
2016	2,428,668
Total	\$98,660,000

Note: Totals may not add due to rounding

EXHIBIT C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS—
PRIMARY COVERED TRANSACTIONS

The Borrower certifies, as supplemented and attached hereto, to the best of its knowledge, that it and its principals (as defined in 2 C.F.R. Part 180.995):

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding the Effective Date been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding the Effective Date had one or more public transactions (Federal, State or local) terminated for cause or default.

Capitalized terms used in the certificate and not defined shall have the respective meanings ascribed to such terms in the TIFIA Loan Agreement, dated as of June 12, 2013, between the TIFIA Lender and the Borrower, as the same may be amended from time-to-time.

Dated: _____

CITY OF CHICAGO

By: _____
Name: _____
Title: _____

Attachment F: TIFIA Agreement

ATTACHMENT CONCERNING CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

With respect to the certification regarding present indictments, convictions or adverse civil judgments within the three-year period preceding the date of this application, the City states that: (i) the former Commissioner of the City's Department of Streets and Sanitation, Al Sanchez, was indicted on nine counts of mail fraud for his role in trading political campaign work for city jobs and was convicted in July 2010 at a retrial for one count of mail fraud for falsifying hiring documents regarding a 2002 hire; and (ii) on February 20, 2013, former 7th Ward Alderman Sandi Jackson pleaded guilty in federal district court to having underreported income on her federal income tax returns derived from her and her husband's personal use of campaign contributions. The City would be willing to provide more information concerning this issue upon request.

Exceptions, if any, to the City's certification: None

EXHIBIT D

REQUISITION PROCEDURES

This Exhibit D sets out the procedures which the Borrower agrees to follow in submitting Requisitions for the disbursement of TIFIA Loan proceeds to pay directly for, or reimburse the Borrower for, Eligible Project Costs incurred in connection with the Project. Section 1 sets out the manner in which Requisitions are to be submitted and reviewed. Sections 2 through 4 set out the circumstances in which the TIFIA Lender may reject or correct Requisitions submitted by the Borrower or withhold a disbursement. The Borrower expressly agrees to the terms hereof, and further agrees that (i) the rights of the TIFIA Lender contained herein are in addition to (and not in lieu of) any other rights or remedies available to the TIFIA Lender under the TIFIA Loan Agreement, and (ii) nothing contained herein shall be construed to limit the rights of the TIFIA Lender to take actions including, but not limited to, administrative enforcement action and actions for breach of contract against the Borrower if it fails to carry out its obligations under the TIFIA Loan Agreement during the term thereof.

Section 1. General Requirements. All requests by the Borrower for the disbursement of TIFIA Loan proceeds shall be made by electronic mail or overnight delivery service by submission to the TIFIA Lender, in accordance with Section 35 of the Agreement, of a Requisition, in form and substance satisfactory to the TIFIA Lender and completed and executed by a duly authorized representative of the Borrower. The form of Requisition is attached as Appendix One to this Exhibit D. Supporting documentation should be submitted with the requisition.

The TIFIA Lender agrees to promptly send to the Borrower in accordance with Section 35 of the Agreement, an acknowledgement of receipt of each Requisition in the form attached as Appendix Two to this Exhibit D setting forth the date of receipt by the TIFIA Lender of such Requisition and setting forth the Business Day on which disbursement will be made absent denial by the TIFIA Lender. All disbursement requests must be received by the TIFIA Lender at or before 5:00 P.M. (EST) on or before the 15th day of the month preceding such month for which a disbursement is requested, or the next succeeding Business Day if such 15th day is not a Business Day. If a Requisition is approved by the TIFIA Lender, the TIFIA Lender will notify the Borrower of such approval and of the amount so approved.

Section 2. Rejection. A Requisition may be rejected by the TIFIA Lender if it is:

- (a) submitted without signature;
- (b) submitted under signature of a Person other than a Borrower's Authorized Representative;
- (c) submitted after prior disbursement of all proceeds of the TIFIA Loan; or
- (d) submitted without adequate documentation of Eligible Project Costs incurred or paid. Such documentation shall include detailed invoices for costs incurred or paid.

Attachment F: TIFIA Agreement

The TIFIA Lender will notify the Borrower of any Requisition so rejected, and the reasons therefor. Any Requisition rejected for the reasons specified in (a) or (b) above must be resubmitted in proper form in order to be considered for approval. If a Requisition exceeds the balance of the TIFIA Loan proceeds remaining to be disbursed, the request will be treated as if submitted in the amount of the balance so remaining, and the TIFIA Lender will so notify the Borrower.

Section 3. Correction. A Requisition containing an apparent mathematical error will be corrected by the TIFIA Lender, after telephonic notification to the Borrower, and will thereafter be treated as if submitted in the corrected amount. The TIFIA Lender will confirm correction of the error, to the Borrower, in writing.

Section 4. Withholding. The TIFIA Lender shall be entitled to withhold approval of any pending or subsequent requests for the disbursement of TIFIA Loan proceeds if:

(a) the Borrower

(i) fails to pay any principal or interest on the TIFIA Loan when the same is due and payable; or

(ii) applies TIFIA Loan proceeds for purposes other than payment of, or reimbursement for, Eligible Project Costs which have been the subject of an approved disbursement request hereunder; or

(iii) knowingly takes any action, or omits to take any action, amounting to fraud or violation of any applicable federal or local criminal law, in connection with the transactions contemplated hereby; or

(iv) An Event of Default under the TIFIA Loan Agreement shall have occurred and be continuing;

(b) the Borrower

(v) fails to construct the Project in a manner consistent with plans, specifications, engineering reports or facilities plans previously submitted to and approved by the TIFIA Lender, or with good engineering practices, where such failure prevents or materially impairs the Project from fulfilling its intended purpose, or prevents or materially impairs the ability of the TIFIA Lender to monitor compliance by the Borrower with applicable federal or local law pertaining to the Project, or with the terms and conditions of the TIFIA Loan Agreement; or

(vi) fails to observe or comply with any applicable federal or local law, or any term or condition of the TIFIA Loan Agreement; or

(vii) fails to deliver documentation evidencing Eligible Project Costs claimed for disbursement at the times and in the manner specified by the TIFIA Loan Agreement; and such failure continues for a period of more than thirty (30)

Attachment F: TIFIA Agreement

days following written notice from the TIFIA Lender to the Borrower, the TIFIA Lender shall be entitled to withhold, from any Requisition received after such thirty (30) day period has expired, and until such failure is cured or corrected, an amount determined by the TIFIA Lender (in its sole discretion) to be adequate for the cure or correction of such failure, which amount shall be stated in such notice; provided, that if the nature of the failure is such that it cannot reasonably be cured or corrected within such thirty (30) day period, the TIFIA Lender shall not withhold any disbursement by reason of such failure if the Borrower commences cure or correction within such thirty (30) day period and thereafter diligently completes such cure or correction within a further reasonable time period.

The foregoing notwithstanding, if, as of the date of such notice from the TIFIA Lender, the balance of the TIFIA Loan proceeds remaining to be disbursed is less than the amount determined by the TIFIA Lender to be adequate for the cure or correction of such failure, the TIFIA Lender may immediately withhold all further disbursement of TIFIA Loan proceeds until such failure is cured or corrected within the time period specified by the preceding paragraph.

Attachment F: TIFIA Agreement

APPENDIX ONE TO EXHIBIT D

FORM OF REQUISITION

United States Department of Transportation
c/o Director, TIFIA Joint Program Office (HITJ)
Federal Highway Administration
1200 New Jersey Avenue, SE,
Washington, DC 20590

Federal Highway Administration
Illinois Division
3250 Executive Park Drive
Springfield, Illinois 62703

Attention: Division Administrator

Re: **WACKER DRIVE RECONSTRUCTION PROJECT (INCLUDING
THE CHICAGO RIVERWALK EXPANSION) (TIFIA-2013-1004A)**

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of June 12, 2013 (the “TIFIA Loan Agreement”), by and between the CITY OF CHICAGO (the “Borrower”) and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the “TIFIA Lender”), we hereby request disbursement in the amount of \$_____ for Eligible Project Costs. Capitalized terms used but not defined herein have the meaning set forth in the TIFIA Loan Agreement. In connection with this Requisition the undersigned does hereby represent and certify the following:

1. This Requisition is Requisition number _____.
2. The requested date of disbursement is [_____ 1, ____], which is the first Business Day following _____ 1, ____].
3. The amounts previously disbursed under the TIFIA Loan Agreement aggregate \$_____.
4. The amounts hereby requisitioned have been incurred by or on behalf of the Borrower for Eligible Project Costs, and such amounts, together with the amounts set forth in paragraph 3 above, will not exceed as of the requested disbursement date 33% of reasonably anticipated Eligible Project Costs.
5. The amount of this Requisition, together with all prior Requisitions, does not exceed the amount of the TIFIA Loan, and the amount of this Requisition together with the sum of all disbursements of TIFIA Loan proceeds made and to be made for the current year will not

Attachment F: TIFIA Agreement

exceed the cumulative disbursements through the end of the current year as set forth in the Anticipated TIFIA Loan Disbursement Schedule, as such may be amended from time-to-time.

6. All amounts requisitioned hereunder are for Eligible Project Costs which have not been paid for or reimbursed by any previous disbursement from TIFIA Loan proceeds.

7. All documentation evidencing the Eligible Project Costs to be paid for or reimbursed by the disbursement has been delivered by the Borrower at the times and in the manner specified by the TIFIA Loan Agreement.

8. The Project has been, and is being, constructed in a manner consistent with all plans, specifications, engineering reports and facilities plans previously submitted to and approved by the TIFIA Lender and the FHWA Illinois Division and with good engineering practices.

9. The Borrower is in compliance with all of the terms and conditions of the TIFIA Loan Agreement and the General Ordinance and there does not currently exist an Event of Default under the TIFIA Loan Agreement or an event of default under the General Ordinance or any event which with the giving of notice or the passage of time or both would constitute such an Event of Default or event of default.

10. A copy of the construction progress report pursuant to Section 21(b)(i) of the TIFIA Loan Agreement for the month preceding the date of the applicable Requisition has been delivered to each of the above named addresses.

11. The undersigned acknowledges that if the Borrower makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with the Project, the Government reserves the right to impose on the Borrower the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307(n)(1), to the extent the Government deems appropriate.

12. A copy of this requisition has been delivered to each of the above named addressees.

13. The undersigned is duly authorized to execute and deliver this requisition on behalf of the Borrower.

14. [Add wire instructions.]

Date: _____

Borrower's Authorized Representative

Name: _____

Title: _____

Attachment F: TIFIA Agreement

APPENDIX TWO TO EXHIBIT D

FORM OF ACKNOWLEDGMENT OF RECEIPT OF
REQUISITION FOR DISBURSEMENT OF TIFIA LOAN PROCEEDS

Chicago Department of Transportation
30 North LaSalle Street, Room 400
Chicago, Illinois 60602
Attention: Commissioner

Re: Receipt of Requisition for Disbursement of TIFIA Loan Proceeds

Ladies and Gentlemen:

Pursuant to Section 4 of the TIFIA Loan Agreement, dated as of June 12, 2013, by and between the CITY OF CHICAGO (the “Borrower”) and the UNITED STATES DEPARTMENT OF TRANSPORTATION, acting by and through the Federal Highway Administrator (the “TIFIA Lender “), the undersigned authorized representative of the TIFIA Lender hereby acknowledges receipt of the attached Requisition for Disbursement of TIFIA Loan Proceeds (the “Requisition”) from the Borrower. In connection therewith, we hereby represent and certify the following:

- 1. The date of receipt of the Requisition is _____.
- 2. Unless this Requisition is denied, disbursement shall be made on or before _____.

Date: _____

TIFIA Lender’s Authorized Representative
Name: _____
Title: _____

APPENDIX THREE TO EXHIBIT D

[APPROVAL/DISAPPROVAL] OF THE TIFIA LENDER

(To be delivered to the Borrower)

Requisition Number _____ is [approved] [approved in part]¹ [not approved]² by the TIFIA Lender (as defined herein) pursuant to Section 4 of the TIFIA Loan Agreement, dated as of June 12, 2013, by and between the City of Chicago (the “Borrower”) and the United States Department of Transportation, acting by and through the Federal Highway Administrator (the “TIFIA Lender “).

Any determination, action or failure to act by the TIFIA Lender with respect to the Requisition set forth above, including but not limited to the withholding of a disbursement, shall be at the TIFIA Lender’s sole discretion, and in no event shall the TIFIA Lender be responsible for or liable to the Borrower for any and/or all consequence(s) which are the result thereof.

UNITED STATES DEPARTMENT OF TRANSPORTATION,
acting by and through the Federal Highway Administrator

By: _____
TIFIA Lender’s Authorized Representative
Name: _____
Title: _____

¹ Those portions of the requisitions that are approved and those portions that are not approved are described in Schedule A attached hereto, with explanations for items not approved.
² Attached hereto as Exhibit A are reasons for denial of approval.

Attachment F: TIFIA Agreement

EXHIBIT E

UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

Attachment F: TIFIA Agreement

COMPLIANCE WITH LAWS

The Borrower agrees to abide by any and all applicable Federal and state laws. The following list of Federal laws is illustrative of the type of requirements generally applicable to transportation projects. It is not intended to be exhaustive. The Borrower shall require that its contractors and subcontractors comply with applicable laws as they may be amended from time to time:

- (i) The Americans With Disabilities Act of 1990 and implementing regulations (42 U.S.C. §§ 12101 et seq.; 28 C.F.R. § 35; 29 C.F.R. § 1630);
- (ii) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000d et seq.) and United States Department of Transportation regulation, 49 C.F.R. Part 21;
- (iii) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. §§ 4601 et seq.), with the understanding that the requirements of said Act are not applicable with respect to utility relocations except with respect to acquisitions by the Borrower of easements or other real property rights for the relocated facilities;
- (iv) Equal employment opportunity requirements under Executive Order 11246 dated September 24, 1965 (30 F.R. 12319), any Executive Order amending such order, and implementing regulations (29 C.F.R. §§ 1625-27, 1630; 28 C.F.R. § 35; 41 C.F.R. § 60; and 49 C.F.R. § 27);
- (v) Restrictions governing the use of Federal appropriated funds for lobbying (31 U.S.C. § 1352; 49 C.F.R. § 20);
- (vi) The Clean Air Act, as amended (42 U.S.C. §§ 1857 et seq., as amended by Pub. L. 91-604);
- (vii) The National Environmental Policy Act of 1969 (42 U.S.C. §§ 4321 et seq.);
- (viii) The Federal Water Pollution Control Act, as amended (33 U.S.C. §§ 1251 et seq., as amended by Pub. L. 92-500);
- (ix) The environmental mitigation requirements and commitments made by the Borrower that result in TIFIA Lender's approval of the Final Environmental Impact Statement (issued pursuant to 42 U.S.C. § 4332(2)(C)) and issuance of the Record of Decision for the Project;
- (x) The Endangered Species Act, 16 U.S.C. §1531, et seq.;
- (xi) 23 U.S.C. §138;

Attachment F: TIFIA Agreement

- (xii) The health and safety requirements set forth in 23 C.F.R. § 635.108;
- (xiii) The prevailing wage requirements set forth in 42 U.S.C. § 276a, 23 U.S.C. § 113, as supplemented by 29 C.F.R. Part 5, 23 C.F.R. §§ 635.117(f), 635.118 and FHWA Form 1273 §§ IV and V for those contracts that involve construction of highway improvements;
- (xiv) The Buy America requirements set forth in Section 165 of the Surface Transportation Assistance Act of 1982 and implementing regulations (23 C.F.R. § 635.410);
- (xv) The requirements of 23 U.S.C. §§ 101 et seq. and 23 C.F.R.; and
- (xvi) The applicable requirements of 49 C.F.R. Part 26 relating to the Disadvantaged Business Enterprise program.

Attachment F: TIFIA Agreement

EXHIBIT F

Project Oversight Agreement

Riverwalk Project Oversight Agreement

I. Background and Introduction

Congress has charged the Federal Highway Administration (FHWA) with administering the Federal-Aid Highway Program (FAHP) under Title 23 of the United States Code (U.S.C.), and in compliance with Federal law and regulations. The City of Chicago (City) intends to secure a loan under the TIFIA program, which is established in 23 U.S.C. Section 601 through 609, and the project eligibility is based on Title 23. To access the Federal assistance under the TIFIA program, the City must implement the Wacker Drive Reconstruction project (Project) and, as a part of the Project, the Chicago Riverwalk Expansion project (Riverwalk Project) in compliance with federal law and regulations, and this agreement establishes how that will be accomplished. The following Agreement formalizes the roles and responsibilities of the FHWA and the City to address how the federal TIFIA funding will be administered on the Riverwalk Project.

II. Intent and Purpose of Agreement

The FHWA and the City, acting by and through its Department of Transportation (“CDOT”) enter into this Agreement, effective as of June 12, 2013, for the purpose of administering the TIFIA funds to be provided to the City for the Riverwalk Project. In addition to defining the Title 23 roles and responsibilities of the FHWA and CDOT, this Agreement defines methods of oversight, control documents, and performance measures, which will be used to efficiently and effectively deliver the Riverwalk Project to be carried out by the City pursuant to this Agreement.

This Agreement provides basic policy concepts and approaches, and incorporates specific procedures and requirements to be used by the FHWA and CDOT in the delivery of the Riverwalk Project. The sequencing of specific requirements CDOT must comply with for the Riverwalk Project is listed in Appendix A, *Sequencing of Certain Key Direct Recipient Requirements*. Specific procedures CDOT will follow are provided in manuals, policy statements, bulletins, standards, rules and regulations, and other publications which will be listed in Appendix B, *City Policies, Procedures and Standards*, as they are reviewed and approved by the FHWA.

Notwithstanding anything in this Agreement, the FHWA retains overall stewardship responsibility for federal funds invested in the Project, does not preclude the FHWA’s right to access and review Federal aid projects at any time, and does not replace the provisions of Title 23, U.S.C.

Attachment F: TIFIA Agreement

III. Applicable Law

The principal statutory and regulatory basis for development, administration, and oversight of Federal-aid projects are Title 23, U.S.C., transportation and appropriations acts, and the Code of Federal Regulations (CFR), in particular titles 23 and 49 of the CFR. For purposes of this Agreement, and Riverwalk Project to be carried out by CDOT pursuant to the terms and conditions herein, these authorities shall apply to CDOT, and CDOT shall comply with all applicable requirements therein. In addition, CDOT shall comply with all applicable Federal law not codified in titles 23 or 49, U.S.C. and CFR including but not limited to the *Clean Air Act*; the *National Environmental Policy Act of 1969 (NEPA)* and other related environmental laws and statutes; the *Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970*; and the *Civil Rights Act of 1964* and related statutes.

IV. FHWA and CDOT Roles and Responsibilities

A. FHWA

The FHWA, in cooperation with CDOT, will provide stewardship and full oversight of the Riverwalk Project to be administered by CDOT, through general actions and concurrences in its day-to-day activities, as described in Section V, Methods of Stewardship/Oversight. Each of these activities furthers program integrity and facilitates maximum public benefit.

B. CDOT

CDOT will be responsible for the day-to-day planning, environmental, design, right-of-way, procurement, and construction; these responsibilities include activities such as environmental field studies, design calculations, right-of-way acquisition, environmental reports, design reports, plans, specifications and engineering packages, consultant selection, construction contract advertisement, bid analysis, construction contract award with appropriate concurrences, construction contracts administration, construction materials testing, progress payments, and any other Riverwalk Project delivery duties associated with the full delivery of the Riverwalk Project progressed under the Agreement herein.

CDOT will also be responsible for demonstrating that it is adequately staffed and suitably equipped to undertake and complete the Riverwalk Project work, have adequate Riverwalk Project delivery systems in place, and sufficient accounting controls to properly manage such Federal funds progressed under this Agreement as described in Appendix A, Sequencing of Certain Key Direct Recipient Requirements. CDOT shall provide a full-time employed City engineer to be responsible for and in charge of the Riverwalk Project carried out pursuant to this Agreement.

Attachment F: TIFIA Agreement

V. Methods of Stewardship/Oversight

The Federal-aid program administered by the FHWA is a procedurally based program. That is, it is the expectation of the FHWA that a recurring recipient of Federal funds establishes procedures that it will use in the development of each and every project. In this manner, a recipient's project delivery practices become predictable and are measured by the FHWA against these established procedures to determine Federal-aid eligibility. CDOT will submit procedures to the FHWA for review and approval as a condition for Federal funding. Once each procedure is approved, it will be added to Appendix B as a control document.

The FHWA will utilize the following techniques in carrying out its project specific duties when applicable:

1. Providing technical assistance through phone calls and E-mail exchanges with CDOT personnel.
2. Participating in project meetings with the CDOT to discuss specific planning, environmental, design, right-of-way, procurement, and/or construction issues.
3. Reviewing draft environmental, design, Right-of-Way, procurement, and construction packages associated with the progression of the Riverwalk Project through the project development process and providing comments back to the CDOT.
4. Issuing Riverwalk Project approvals.
5. Conducting construction inspections and documenting the results of these inspections via written reports.
6. Review documentation for TIFIA reimbursement
7. Deployment of new technologies.

VI. Control Standards

CDOT will comply with the provisions of 23 U.S.C., 23 CFR, and 49 CFR, and all other applicable federal requirements as appropriate. To the extent that Federal requirements are not inconsistent with CDOT procedures, CDOT may rely on those procedures, laws, regulations, standards, and directives to develop the Riverwalk Project. CDOT will demonstrate they have financial management systems that meet the standards contained in 49 CFR Part 18.20. CDOT will develop the Riverwalk Project in accordance with the standards and guides identified in 23 CFR Part 625, as well as other FHWA policies identified in the Federal Register, and/or CDOT policies, procedures and standards approved by the FHWA. CDOT policies, procedures and standards are provided in manuals and guidance as identified in Appendix B. Additions to Appendix B will occur as additional policies and guidance are developed, in consultation with FHWA, and implemented by CDOT.

VII. Performance Measures and Annual Report

- A. CDOT and FHWA shall jointly develop performance measures to evaluate the delivery of the Riverwalk Project to be carried out pursuant to this Agreement. The Parties shall develop the performance measures which shall be incorporated herein as Appendix C no later than [September 20, 2013]. Thereafter, the Parties shall develop a baseline for each of the performance measures by [December 20, 2013] which shall be incorporated in Appendix C.
- B. The Parties shall prepare an annual report on the performance measures. The first report shall be due [September 19, 2014].

VIII. Implementation

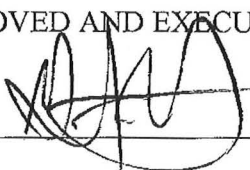
The pertinent CDOT policies and procedures for accomplishing the intent of this Agreement will be identified, developed, reviewed, and approved on an as-needed basis. This Agreement will take effect as of the effective date stated in Section I.

The FHWA and CDOT agree to periodic reviews of this Agreement to reflect changes in Federal or State of Illinois laws, regulations, and requirements. Changes may continually occur to the contents of the documents referenced in Appendix B, and acknowledging that policy and guidance updates developed and implemented by CDOT program areas are made in consultation with FHWA, changes to the contents of the documents in Appendix B will not require an updated Agreement. Addition and deletion of documents to Appendix B will be automatically incorporated into the signed Agreement as amendments through written correspondence between CDOT and FHWA. Other changes to the Agreement will require an updated version of the Agreement and the approval of the authorized signatories.

This agreement establishes oversight for the TIFIA funded project. Provided no conflict with federal requirements is created, the agreement does not preclude CDOT from using other sources of funding which may need to address requirements associated with the other funding sources.

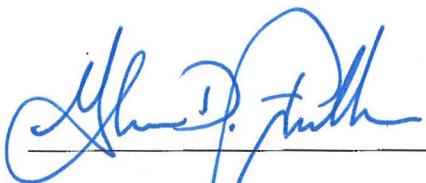
This Agreement shall terminate on the Substantial Completion Date for the Riverwalk Project, although after termination, the Riverwalk Project will remain subject to federal requirements defined in the CFR and USC.

APPROVED AND EXECUTED:

 5/30/13

Gabe Klein
Commissioner
Chicago Department of Transportation
Chicago, IL

Date

 6/5/13

Glenn Fulkerson
Division Administrator - Acting
Federal Highway Administration
Springfield, IL

Date

Attachment F: TIFIA Agreement

APPENDIX A

Sequencing of Certain Key Direct Recipient Requirements

[\[See Attached.\]](#)

Attachment F: TIFIA Agreement

Activity	Reference	Key Actions	Comments/CDOT's Anticipated Status
Stewardship and Oversight A FHWA-CDOT Riverwalk Project Oversight Agreement must be executed.	23 USC 106 23 USC 112	FHWA and CDOT must execute an Oversight Agreement. It must include roles and responsibilities, methods of oversight, control standards/ documents, and oversight indicators.	<i>With the Approval of this agreement, the requirement is met: Completion defined by: Oversight Agreement drafted and signed by both FHWA and CDOT. (Already complete.)</i>
Financial Systems Systems and controls must be in place to meet financial management, cost accounting, billing, recordkeeping, audit, and related requirements.	2 CFR 225 49 CFR 18	CDOT must demonstrate financial systems and controls are in place. FHWA must review the following CDOT documents: <ul style="list-style-type: none"> • Single audit report – corrective actions require FHWA management decision 	<i>Completion defined by: 1) CDOT approval procedures completed, and 2) FHWA Single Audit review completed. (Already complete.)</i>
Civil Rights FHWA must approve the elements of the City's Civil Rights Program (including Title VI, ADA/504, Contract Compliance, Internal EEO, OJT, DBE plan, DBE goal setting methodology report, and Limited English Proficiency plan).	23 CFR 200.9 23 CFR 230.111 23 CFR 230 49 CFR 26	FHWA must receive and approve the following plans from CDOT: <ul style="list-style-type: none"> • Title VI implementing plan • OJT plan/report • EEO program • DBE program plan • DBE goal setting methodology • Limited English Proficiency plan CDOT must demonstrate adequate staffing for Civil Rights activities.	<i>Completion defined by: 1) Title VI Plan prepared by CDOT and signed by FHWA, 2) OJT plan/report prepared by CDOT and approved by FHWA, 3) EEO program plan prepared by CDOT and approved by FHWA, and 4) DBE Program plan prepared by CDOT and approved by FHWA.</i>
Consultant Selection FHWA must approve acceptable consultant selection procedures; including procedures for assuring proper rates are used.	23 CFR 172.9 23 USC 112	FHWA must approve CDOT's Consultant Selection Procedures.	<i>Completion defined by: Consultant Selection Procedures prepared by CDOT and approved by FHWA. (Already complete. The procedure was verified during FHWA's 2012 Local Public Agency Consultant Selection/ Management Process Review.)</i>
Public Involvement FHWA must approve CDOT's public hearing/ public involvement program.	23 U.S.C. § 128 and 139, 23 CFR § 771.111(h) (1), 40 CFR 1500 - 1508	FHWA must approve CDOT's public hearing/ public involvement program.	This is typically achieved through CDOT's adoption of a Project Development Manual, or stand alone Public Involvement Procedures, reviewed by FHWA. <i>Completion defined by: Public Involvement Procedures prepared by CDOT and approved by FHWA. (Already complete with the Project's NEPA approval lead by the Illinois DOT.)</i>

Attachment F: TIFIA Agreement

Environmental Procedures FHWA must review and confirm consistency of CDOT's environmental procedures.	23 CFR 771	FHWA review CDOT's environmental procedures for consistency w/regulations.	This is typically achieved through CDOT's adoption of an Environmental Procedures Manual reviewed by FHWA. <i>Completion defined by: Environmental Procedures prepared by CDOT and approved by FHWA.</i> <i>There are quite a few programmatic agreements/approaches that are in place between FHWA/Illinois DOT and other agencies that streamline the process for both state and local projects. New agreements would need to be developed for a direct CDOT.</i> <i>(Already complete with the Project's NEPA approval lead by the Illinois DOT, and Categorical Exclusion re-evaluated.)</i>
Design Standards and Specifications FHWA must review and approve CDOT's design standards and specifications.	23 USC 109 23 CFR 625	FHWA reviews CDOT's design standards and specifications.	This is typically accomplished through the adoption of a Design Manual and Standards and Specifications approved by FHWA. <i>Completion defined by: Design Standards and Specifications prepared by CDOT and approved by FHWA.</i> (This step can be addressed through approval of final plans for the Riverwalk Project since CDOT is following existing project development processes.)
Bridge Design Standards and Specifications FHWA must ensure CDOT's bridge design standards and specifications are appropriate for use with federal-aid funds.	23 CFR 650	FHWA reviews CDOT's bridge design standards and specifications.	This is typically accomplished through the adoption of a Bridge Manual approved by FHWA. <i>Completion defined by: Bridge Design Standards and Specifications prepared by CDOT and accepted by FHWA.</i> (No bridge work needed, so not expected to be applicable to the Riverwalk Project. Related work can be addressed through approval of final plans if it does emerge.)
Right of Way FHWA must approve CDOT's Right-of-Way (ROW) procedures/ manual and confirmation that adequate CDOT staffing, etc. are place to carry out ROW activities.	23 CFR 710.201 49 CFR 24	FHWA must approve CDOT's ROW procedures. CDOT must demonstrate adequate staffing for ROW activities	This is typically accomplished through the adoption of a Right-of-Way Manual approved by FHWA. <i>Completion defined by: Right of Way procedures prepared by CDOT and approved by FHWA.</i> (No right-of-way needed, so not expected to be applicable to the Riverwalk Project.)

Attachment F: TIFIA Agreement

Contract Administration FHWA must confirm CDOT's construction procurement procedures meet Federal requirements.	23 CFR 633 23 CFR 635 23 USC 112	FHWA must confirm the construction procurement procedures meet Federal requirements.	<i>(provide comments on CDOTs anticipated status here)</i> <i>Completion defined by: Construction procurement procedures prepared by CDOT and approved by FHWA.</i> <i>(This step can be addressed through approval of final plans.)</i>
Construction/Materials CDOT must establish and maintain a quality assurance program to comply with Federal-aid highway requirements.	23 CFR 625 23 CFR 635D 23 CFR 637	CDOT will provide their plan to accept materials. FHWA will be available to assist in development of CDOT's quality assurance program and will provide an initial review of plan.	With the approval of this agreement, FHWA approves the use of CDOT's Quality Assurance Plan for the Riverwalk Project. <i>(Already complete.)</i>
Major Projects FHWA reviews CDOT's major project procedures.	23 USC 106(h) including 106(h)(3)(b)	CDOT develops major project procedures, including requirements for a Project Management Plan, annual Financial Plan, and Cost Estimate Review.	Major project procedures are required if any projects meet the criterion of \$100 to \$500 million and/or over \$500 million. <i>Completion defined by: 1) Project management plan procedures, 2) annual financial plan procedures, and 3) cost estimate review procedures are prepared by CDOT and approved by FHWA.</i>
STIP/TIP All projects must be included in the Statewide Transportation Improvement Plan (STIP) and MPO Transportation Improvement Plan (TIP).	23 U.S.C. §§ 134-135 and 23 CFR Part 450	TIP/STIP must be amended for each project. The description of each project must be in sufficient detail to obligate funds.	<i>(provide comments on CDOT's anticipated status here)</i> <i>Completion defined by: specific projects are on the State's Transportation Improvement Plan, by appropriate phase and year.</i> <i>(Already complete.)</i>
Project Agreement/Authorization FHWA-CDOT project agreement must be executed for the Riverwalk Project.	23 CFR 630 A 23 USC 106(a),(2) 23 USC 112	A Project Agreement must be executed between FHWA and CDOT for the Riverwalk Project. This is typically done through FMIS.	A project agreement is required for the Riverwalk Project. As a TIFIA project, this is done outside FMIS, by letter or form. This agreement is what obligates the funds. Each authorization must align directly with the TIP/STIP. <i>Completion defined by: specific projects are authorized before work begins.</i>
Consultant Agreements FHWA must approve the project-related consultant agreements.	23 CFR 172.9 23 USC 112	FHWA must approve CDOT's project-related consultant agreements.	<i>Completion defined by: consultant agreements are prepared by CDOT and FHWA approves</i>

Attachment F: TIFIA Agreement

Value Engineering (VE) CDOT must conduct a (VE) study for the Riverwalk Project. FHWA must concur in the resolution of VE recommendations.	23 CFR 627 23 USC 106(e)	CDOT invites FHWA to VE study and submits VE package for the Riverwalk Project. FHWA reviews and approves.	<i>Completion defined by: FHWA concurs in resolution of VE recommendations for applicable projects.</i> (Already complete.)
Design/PS&E Approval FHWA must approve Riverwalk Project Plans, Specifications, and Estimates (PS&E) for construction authorization.	23 CFR 635.309 (a) 23 CFR 635.112 23 USC 109(a)	CDOT submits PS&E packages for the Riverwalk Project. FHWA reviews and approves.	<i>Completion defined by: FHWA approves PS&E package</i>
Project Recordkeeping FHWA must review CDOT's procedures/ systems for record keeping, estimating, and contract administration requirements	23 CFR 635.123, 49 CFR 18.42	FHWA conducts billing/ documentation reviews on the projects.	<i>Completion defined by: CDOT maintains proper project records; FHWA conducts billing reviews on sampling of expenditures</i>
Right of Way CDOT must file ROW certifications and assurances.	42 U.S.C. § 4604, § 4630, and § 4655; 49 CFR § 24.4 23 CFR 635.309 (b)	FHWA reviews and approves ROW certifications and assurances prior to obligation of construction funds.	For the Riverwalk project, CDOT certified that all necessary rights-of-way have been acquired including legal and physical possession, and no relocations were necessary for the project. (Already Complete.)
Utilities FHWA must approve CDOT utility project agreements and railroad project agreements.	23 CFR 645. 215 (e) 23 CFR 646.216	CDOT provides Riverwalk Project-related railroad and utility agreements, and FHWA reviews and approves.	<i>Completion defined by: CDOT prepares a utility and railroad agreement for the Riverwalk Project</i> (Not Applicable to the Riverwalk Project)]

Attachment F: TIFIA Agreement

Reporting and Review Requirements

The Federal regulations contain several reporting and review requirements for CDOTs of Federal funds. The specific reporting requirements for a direct CDOT will need to be determined based on the type of Federal funds CDOT receives. The following list is a summary of possible Federal reporting requirements. The highlighted and bolded items are required submissions.

<i>Safety</i>
HSIP Annual Report (5% Report)
154 Certification (Open Container)
159 Certification (Drug Offenders Drivers License Suspension)
164 Certification (Repeat Offender)
Work-zone self-assessment (CFR 630 Subpart J)
<i>Structures</i>
Annual NBIS Review
Annual NBI Data Submission Review
Annual Unit Cost Review (Structures)
Annual LRFD Specifications Blue Pages review
<i>Civil Rights</i>
Civil Rights Program Assessment
OJT/SS Funds - quarterly and annual accomplishments reports
DBE Supportive Services Funds - quarterly and annual accomplishments reports
OJT Training Goals and Accomplishments Report
DBE Uniform Award and Commitment Semi-Annual Report
Contract Compliance Review Reports 30 days after completion of review
Title VI Plan
EEO-4 Annual Report
EEO Plan
EEO 1392 Report (Contractors Report)
<i>Operations</i>
Traffic Incident Management (TIM) self assessments
Operations Workplan
<i>Planning</i>
CMAQ Annual Report
SPR Program Approval (Part 1 and Part 2)
Size and Weight
Motor Fuel Highway Statistics
Highway Vehicle Use Tax
Highway Performance Monitoring System (HPMS)
LTAP Work Program

Attachment F: TIFIA Agreement

<i>Environment</i>
Air Quality Conformity Determinations
<i>Right of Way</i>
ROW Certification Review
<i>Design</i>
Annual Value Engineering Summary
<i>Construction</i>
Annual Construction Summary Report

APPENDIX B

CDOT Policies, Procedures and Standards

This appendix lists, by topic, specific procedures, manuals, policy statements, bulletins, standards, rules, regulations and other publications used to administer the Federal-aid project in the City of Chicago. Additions to this Appendix will occur as additional policies and guidance are developed in consultation with FHWA, approved by the FHWA (where necessary), and implemented by CDOT.

The City's Book 1 Terms and Conditions for Construction

CDOT Quality Assurance Standard Operating Procedure

CDOT Project Documentation Guide - 6/1/2011

IDOT Project Procedures Guide - 6/1/2009

APPENDIX C

Performance Measures

[\[To be attached in accordance with Section Vii.\]](#)

Attachment F: TIFIA Agreement

Exhibit G Riverwalk Expansion Phases 2 and 3 TIFIA Debt Service Schedule

Date	Principal (*)	Accrued Interest	Current Interest	Total (P & I)
01/01/13	\$ -	\$ -	\$ -	\$ -
07/01/13	\$ -	\$ -	\$ -	\$ -
01/01/14	\$ -	\$ 183,368	\$ -	\$ -
07/01/14	\$ -	\$ 564,495	\$ -	\$ -
01/01/15	\$ -	\$ 1,210,276	\$ -	\$ -
07/01/15	\$ -	\$ -	\$ 1,382,794	\$ 1,382,794
01/01/16	\$ -	\$ 391,265	\$ 1,275,104	\$ 1,275,104
07/01/16	\$ -	\$ -	\$ 1,672,616	\$ 1,672,616
01/01/17	\$ -	\$ 98,520	\$ 1,597,110	\$ 1,597,110
07/01/17	\$ -	\$ -	\$ 1,669,610	\$ 1,669,610
01/01/18	\$ -	\$ -	\$ 1,697,283	\$ 1,697,283
07/01/18	\$ -	\$ -	\$ 1,669,610	\$ 1,669,610
01/01/19	\$ -	\$ -	\$ 1,697,283	\$ 1,697,283
07/01/19	\$ -	\$ -	\$ 1,669,610	\$ 1,669,610
01/01/20	\$ 239,654	\$ -	\$ 1,692,646	\$ 1,932,300
07/01/20	\$ -	\$ -	\$ 1,670,279	\$ 1,670,279
01/01/21	\$ 390,292	\$ -	\$ 1,693,260	\$ 2,083,552
07/01/21	\$ -	\$ -	\$ 1,659,208	\$ 1,659,208
01/01/22	\$ 552,526	\$ -	\$ 1,686,709	\$ 2,239,235
07/01/22	\$ -	\$ -	\$ 1,650,084	\$ 1,650,084
01/01/23	\$ 727,119	\$ -	\$ 1,677,434	\$ 2,404,552
07/01/23	\$ -	\$ -	\$ 1,638,077	\$ 1,638,077
01/01/24	\$ 914,882	\$ -	\$ 1,660,678	\$ 2,575,560
07/01/24	\$ -	\$ -	\$ 1,627,477	\$ 1,627,477
01/01/25	\$ 1,116,683	\$ -	\$ 1,649,869	\$ 2,766,553
07/01/25	\$ -	\$ -	\$ 1,604,529	\$ 1,604,529
01/01/26	\$ 1,333,447	\$ -	\$ 1,631,124	\$ 2,964,571
07/01/26	\$ -	\$ -	\$ 1,582,510	\$ 1,582,510
01/01/27	\$ 1,566,159	\$ -	\$ 1,608,740	\$ 3,174,899
07/01/27	\$ -	\$ -	\$ 1,556,648	\$ 1,556,648
01/01/28	\$ 1,815,874	\$ -	\$ 1,578,125	\$ 3,393,999
07/01/28	\$ -	\$ -	\$ 1,530,902	\$ 1,530,902
01/01/29	\$ 2,083,716	\$ -	\$ 1,551,966	\$ 3,635,682
07/01/29	\$ -	\$ -	\$ 1,492,253	\$ 1,492,253
01/01/30	\$ 2,278,483	\$ -	\$ 1,516,987	\$ 3,795,470
07/01/30	\$ -	\$ -	\$ 1,454,628	\$ 1,454,628
01/01/31	\$ 2,578,919	\$ -	\$ 1,478,738	\$ 4,057,657
07/01/31	\$ -	\$ -	\$ 1,412,042	\$ 1,412,042
01/01/32	\$ 2,900,892	\$ -	\$ 1,431,524	\$ 4,332,416
07/01/32	\$ -	\$ -	\$ 1,367,928	\$ 1,367,928
01/01/33	\$ 3,245,844	\$ -	\$ 1,386,749	\$ 4,632,594
07/01/33	\$ -	\$ -	\$ 1,310,540	\$ 1,310,540
01/01/34	\$ 3,615,315	\$ -	\$ 1,332,262	\$ 4,947,577
07/01/34	\$ -	\$ -	\$ 1,250,840	\$ 1,250,840
01/01/35	\$ 4,010,951	\$ -	\$ 1,271,572	\$ 5,282,523
07/01/35	\$ -	\$ -	\$ 1,184,607	\$ 1,184,607
01/01/36	\$ 4,434,513	\$ -	\$ 1,200,951	\$ 5,635,464

Attachment F: TIFIA Agreement

Exhibit G Riverwalk Expansion Phases 2 and 3 TIFIA Debt Service Schedule

Date	Principal (*)	Accrued Interest	Current Interest	Total (P & I)
07/01/36	\$ -	\$ -	\$ 1,114,466	\$ 1,114,466
01/01/37	\$ 4,887,886	\$ -	\$ 1,129,800	\$ 6,017,685
07/01/37	\$ -	\$ -	\$ 1,030,664	\$ 1,030,664
01/01/38	\$ 5,373,085	\$ -	\$ 1,047,747	\$ 6,420,832
07/01/38	\$ -	\$ -	\$ 941,938	\$ 941,938
01/01/39	\$ 3,728,555	\$ -	\$ 957,550	\$ 4,686,105
07/01/39	\$ -	\$ -	\$ 880,368	\$ 880,368
01/01/40	\$ 4,111,747	\$ -	\$ 892,514	\$ 5,004,261
07/01/40	\$ -	\$ -	\$ 814,726	\$ 814,726
01/01/41	\$ 4,522,303	\$ -	\$ 825,936	\$ 5,348,239
07/01/41	\$ -	\$ -	\$ 737,792	\$ 737,792
01/01/42	\$ 4,962,113	\$ -	\$ 750,021	\$ 5,712,134
07/01/42	\$ -	\$ -	\$ 655,852	\$ 655,852
01/01/43	\$ 5,433,199	\$ -	\$ 666,723	\$ 6,099,922
07/01/43	\$ -	\$ -	\$ 566,133	\$ 566,133
01/01/44	\$ 5,615,766	\$ -	\$ 573,944	\$ 6,189,710
07/01/44	\$ -	\$ -	\$ 474,714	\$ 474,714
01/01/45	\$ 6,129,697	\$ -	\$ 481,245	\$ 6,610,942
07/01/45	\$ -	\$ -	\$ 372,178	\$ 372,178
01/01/46	\$ 6,680,086	\$ -	\$ 378,347	\$ 7,058,433
07/01/46	\$ -	\$ -	\$ 261,869	\$ 261,869
01/01/47	\$ 7,269,481	\$ -	\$ 266,210	\$ 7,535,690
07/01/47	\$ -	\$ -	\$ 141,827	\$ 141,827
01/01/48	\$ 8,588,739	\$ -	\$ 143,784	\$ 8,732,523
	\$ 101,107,924	\$ 2,447,924	\$ 80,479,261	\$ 181,587,186

(*) principal maturity

EXHIBIT H

FORMS OF OPINIONS OF COUNSEL TO THE BORROWER

Attachment F: TIFIA Agreement

June 12, 2013

City of Chicago
33 North LaSalle Street, Suite 600
Chicago, Illinois 60602

United States Department of Transportation
Washington, D.C.

Amalgamated Bank of Chicago, as trustee
One West Monroe Street, 3rd Floor
Chicago, Illinois 60603

We have served as bond counsel in connection with the issuance of a Motor Fuel Tax Revenue TIFIA Bond (Wacker Drive Reconstruction Project including the Chicago Riverwalk Expansion: TIFIA – 2013-1004A) in an aggregate principal amount not to exceed \$98,660,000, plus accrued interest (the "**TIFIA Bond**") of the City of Chicago, Illinois (the "**City**"), dated June 12, 2013.

We have examined a certified copy of the record of proceedings of the City, together with various accompanying certificates, pertaining to the issuance by the City of the TIFIA Bond. The record of proceedings includes the City's Motor Fuel Tax Revenue Bonds General Ordinance, adopted by the City Council of the City on November 28, 1990, as amended and supplemented (the "Original Ordinance"), including as amended and supplemented by the 2013 Series and Supplemental Ordinance Authorizing the Issuance of Motor Fuel Tax Revenue Bonds, 2013 Series and Motor Fuel Tax Revenue TIFIA Bond(s) and Certain Amendments to the General Ordinance, adopted by the City Council of the City on March 13, 2013 (the "2013 Series Ordinance" and, together with the Original Ordinance, the "General Ordinance"), and the related Determination Certificate (being the same as the TIFIA Loan Agreement, as defined below) executed by a duly authorized officer of the City, together providing for the issuance of the TIFIA Bond, and certificates of officers of the City, the Illinois Department of Transportation and the purchaser of the TIFIA Bond as to various factual matters. Regarding questions of fact material to our opinion, we have relied upon such certificates without undertaking to verify the representations and certifications contained in those certificates by independent investigation.

The TIFIA Bond is issued to evidence a loan from the United States Department of Transportation (the "**TIFIA Lender**") to the City for the purpose of providing funds with which to pay and reimburse expenditures for Eligible Project Costs paid or incurred by the City in connection with the Project. Capitalized terms used in this opinion which are not otherwise defined shall have the meanings given to such terms in the General Ordinance and in the TIFIA Loan Agreement dated as of June 12, 2013 (the "**TIFIA Loan Agreement**"), by and between the TIFIA Lender and the City.

Based upon this examination, we are of the opinion that under existing law:

Attachment F: TIFIA Agreement

1. The City had the legal right and power to adopt the General Ordinance. The General Ordinance has been duly and lawfully adopted by the City, is in full force and effect and is valid and binding upon the City. The 2013 Series Ordinance conforms to the requirements of the Original Ordinance.

2. The TIFIA Bond is a valid and legally binding limited obligation of the City as provided in the General Ordinance and is entitled to the benefits of the General Ordinance. The TIFIA Bond has been duly and validly authorized and issued in accordance with law and is in accordance with the General Ordinance.

3. The TIFIA Bond has been legally issued and constitutes a valid limited obligation of the City payable solely from Pledged Revenues, as provided in the General Ordinance except to the extent that the enforcement of the rights and remedies of the TIFIA Lender may be limited by laws relating to bankruptcy, insolvency, moratorium, reorganization or other similar laws of general application affecting the rights of creditors, by the application of equitable principles and the exercise of judicial discretion.

4. The General Ordinance establishes, for the benefit of the TIFIA Lender, as the Bondholder of the TIFIA Bond, the TIFIA Lien and such TIFIA Lien is in full force and effect and is not subordinate or junior to any other Liens in respect of the Pledged Revenues.

5. The City has all requisite legal power and authority to conduct its activities and to execute and deliver, and to perform its obligations under, the TIFIA Loan Agreement, the TIFIA Bond and the General Ordinance (together, the "**Financing Documents**").

6. The execution and delivery by the City of, and the performance of its respective obligations under, the Financing Documents have been duly authorized.

7. No authorization, consent or other approval of, or registration, declaration or other filing with, any governmental authority of the United States or of the State of Illinois is required for the City to execute and deliver the Financing Documents, or perform its obligations thereunder or to be eligible to receive from the State of Illinois the Motor Fuel Tax Revenues and to deposit and use the Motor Fuel Tax Revenues as required by the General Ordinance, which has not been obtained and is in full force and effect.

8. The execution and delivery by the City of, and compliance with the provisions of, the Financing Documents do not (i) violate the laws of the United States or the State of Illinois or (ii) to the best of our knowledge, after reasonable investigation and inquiry, conflict with or constitute a breach of or default under any material agreement or other instrument known to this firm to which the City is a party, any court order, consent decree, statute, rule, regulation or any other law to which the City presently is subject to or by which the Project or the Pledged Revenues are subject or bound to.

9. All appropriations by the City Council of the City required for the issuance of the TIFIA Bond and the use of Pledged Revenues as required under the General Ordinance and under the TIFIA Loan Agreement have been duly and lawfully made.

Attachment F: TIFIA Agreement

10. The City has complied with the requirements of Illinois law to lawfully pledge and use Motor Fuel Tax Revenues as required by the terms of the General Ordinance and the TIFIA Loan Agreement.

11. To the best of our knowledge after reasonable investigation and inquiry, there is no pending or proposed legislation that could have a Material Adverse Effect on the collections of Motor Fuel Tax Revenues by the State or transfer thereof to the City or the amount thereof to be received by the City.

12. The City is not entitled to claim governmental immunity in a breach of contract action initiated by the TIFIA Lender under the TIFIA Loan Agreement or the TIFIA Bond.

13. The rights of the TIFIA Lender to be entitled to the rights of a Bondholder for all purposes under the General Ordinance, all as set forth in Article XI of the Original Ordinance, are valid security rights of the TIFIA Lender as provided in the General Ordinance, enforceable under State law without any further action by the City or any other party.

The rights of the holder of the TIFIA Bond and the enforceability of provisions of the TIFIA Bond and the General Ordinance may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights. Enforcement of provisions of the TIFIA Bond or the General Ordinance by an equitable or similar remedy is subject to general principles of law or equity governing such a remedy, including the exercise of judicial discretion whether to grant any particular form of relief.

This opinion is based upon facts known or certified to us and laws in effect on its date and speaks as of that date. The opinions stated in this letter are expressions of professional judgment based upon such facts and law and are not a guaranty of a result if the validity of the TIFIA Bond is challenged. We have not undertaken any obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention after the date of this opinion or any changes in law that may occur after that date.

Respectfully submitted,

Attachment F: TIFIA Agreement

June 12, 2013

United States Department of Transportation
Washington, D.C.

Amalgamated Bank of Chicago, as trustee
One West Monroe Street, 3rd Floor
Chicago, Illinois 60603

Ice Miller LLP
200 West Madison Street, Suite 3500
Chicago, Illinois 60606

Ladies and Gentlemen:

This opinion is given to you in connection with the issuance by the City of Chicago, Illinois (the "City") of its Motor Fuel Tax Revenue TIFIA Bond (Chicago Riverwalk Expansion Project: TIFIA – 2013-1004A) in an aggregate principal amount not to exceed \$98,660,000, plus accrued interest (the "TIFIA Bond") of the City of Chicago, Illinois (the "City"), dated June 12, 2013 which is being issued pursuant to an ordinance adopted by the City Council of the City on November 28, 1990, as amended and supplemented, including as amended and supplemented by the 2013 Series and Supplemental Ordinance Authorizing the Issuance of Motor Fuel Tax Revenue Bonds, Series 2013 and Motor Fuel Tax Revenue TIFIA Bond(s) and Certain Amendments to the General Ordinance, adopted by the City Council of the City on March 13, 2013 (collectively, the "General Ordinance"), and the related TIFIA Determination Certificate executed by a duly authorized officer of the City.

The TIFIA Bond is issued to evidence a loan from the United States Department of Transportation (the "TIFIA Lender") to the City, for the purpose of providing funds with which to pay or reimburse expenditures for Eligible Project Costs paid or incurred by the City in connection with the Project. All capitalized terms used and not otherwise defined herein have the meanings set forth in the General Ordinance and the TIFIA Loan Agreement dated June 12, 2013 (the "TIFIA Loan Agreement"), by and between the City and the TIFIA Lender.

In connection with the issuance of the TIFIA Bond, I have caused to be examined a certified copy of the record of proceedings of the City Council of the City pertaining to the issuance of the TIFIA Bond by the City, a certified copy of the General Ordinance and executed counterparts of the following documents:

- (a) the TIFIA Loan Agreement;
- (b) the TIFIA Bond;
- (c) the Principal Project Contracts that have been executed (the "Principal Project Documents");

Attachment F: TIFIA Agreement

(d) the License Agreements; and

(e) such other documents and records as were deemed necessary to enable me to render this opinion.

On the basis of such examination and review of such other information, records and documents as was deemed necessary or advisable, I am of the opinion that:

1. The City is a home rule unit of local government duly organized and existing under the Constitution and laws of the State of Illinois with full legal power and authority, among other things, to adopt the General Ordinance, to authorize, issue and deliver the TIFIA Bond and to execute the TIFIA Loan Agreement, the Principal Project Documents and the License Agreements and to perform its obligations thereunder.
2. The TIFIA Loan Agreement, the Principal Project Documents and the License Agreements have been duly authorized, executed and delivered by, and the General Ordinance have been duly adopted by, the City, and assuming the due execution and delivery by the other parties thereto as appropriate, such instruments constitute legal, valid and binding obligations of the City, in each case enforceable in accordance with their respective terms except as may be limited by bankruptcy, insolvency and other laws affecting creditors' rights or remedies and the availability of equitable remedies generally.
3. Compliance with the provisions of the TIFIA Bond, the General Ordinance, the TIFIA Loan Agreement, the Principal Project Documents and the License Agreements does not conflict in a material manner with, or constitute a material breach of, or material default (with due notice or passage of time or both) under, any applicable law, administrative regulation, court order or consent decree of the State of Illinois or any department, division, agency, or instrumentality thereof or of the United States or any ordinance, agreement or other instrument to which the City is a party or is otherwise subject or by which the Project or the Pledged Revenues are subject or bound.
4. All approvals, consents and orders of and filings with (except, if any, with respect to state "blue sky" laws or securities laws) any Governmental Authority, board, agency or commission having jurisdiction which would constitute conditions precedent to the performance by the City of its obligations under the TIFIA Loan Agreement, the General Ordinance, the Principal Project Documents, the License Agreements and the TIFIA Bond, or to operate and use the Project, have been obtained and are in full force and effect.
5. There is no litigation or proceeding pending, or to my knowledge after reasonable investigation and inquiry, threatened, materially affecting the City with respect to the Project or the Pledged Revenues, or seeking to restrain or enjoin the issuance

Attachment F: TIFIA Agreement

or delivery of the TIFIA Bond, or contesting the validity or enforceability of the TIFIA Bond, the General Ordinance, the TIFIA Loan Agreement, the Principal Project Documents or the License Agreements, or contesting the powers of the City or its authority with respect to the TIFIA Bonds, the General Ordinance, the TIFIA Loan Agreement, the Principal Project Documents or the License Agreements.

6. To my knowledge after reasonable investigation and inquiry, there is no pending or proposed legislation that could have a Material Adverse Effect on the collections of Motor Fuel Tax Revenues by the State or transfer thereof to the City or the amount thereof to be received by the City.
7. All funds comprising the Pledged Revenues have been lawfully appropriated by the City for the uses authorized under the General Ordinance and the TIFIA Loan Agreement.
8. To my knowledge after reasonable investigation and inquiry, the City is not in breach or default, nor has any event occurred or condition exist which with due notice or passage of time or both could constitute a default, under the General Ordinance, the TIFIA Loan Agreement or the TIFIA Bond.

The statements contained herein are made in an official capacity as Corporation Counsel of the City and not personally and no personal responsibility shall derive from them. Furthermore, the only opinions that are expressed are the opinions specifically set forth herein, and no opinion is implied or should be inferred as to any other matter or transaction.

No one other than you shall be entitled to rely on this opinion.

Very truly yours,

Stephen R. Patton,
Corporation Counsel

Attachment F: TIFIA Agreement

EXHIBIT I

RESERVED

EXHIBIT J
CERTIFICATE OF TRUSTEE

Attachment F: TIFIA Agreement

CITY OF CHICAGO

**Motor Fuel Tax Revenue TIFIA Bond,
Wacker Drive Reconstruction Project
(including the Chicago Riverwalk Expansion: TIFIA – 2013-1004A)**

**For an Aggregate Principal Amount
Not to Exceed \$98,660,000**

CERTIFICATE OF TRUSTEE

The undersigned, Amalgamated Bank of Chicago, Chicago, Illinois (the “**Trustee**”), by its duly elected, qualified and acting Senior Vice President, certifies with respect to the above referenced bond (the “**TIFIA Bond**”) dated as of June 12, 2013, as follows (capitalized terms used in this certificate which are not otherwise defined shall have the meanings given to such terms in the General Ordinance (as defined below):

1. That the Trustee is duly organized, validly existing and in good standing under and by virtue of the laws of the State of Illinois.

2. All approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter which would constitute a condition precedent to the performance by the Trustee of its duties and obligations under the documents pertaining to the issuance of the TIFIA Bond have been obtained and are in full force and effect.

3. That the documents pertaining to the issuance of the TIFIA Bond were executed and the TIFIA Bond was authenticated on behalf of the Trustee by one or more of the persons whose names and offices appear on Exhibit A attached hereto and made part hereof, that each person was at the time of the execution of such documents and the authentication of the TIFIA Bond and now is duly elected, qualified and acting incumbent of his or her respective office, that each such person was authorized to execute such documents and to authenticate the TIFIA Bond, and that the signature appearing after the name of each such person is a true and correct specimen of that person’s genuine signature.

4. That the undersigned is authorized to act as Trustee and accept the trusts conveyed to it under the General Ordinance (“**Trusts**”), has accepted the Trusts so conveyed and in so accepting the Trusts and so acting is in violation of no provision of its Articles of Incorporation or Bylaws, any law, regulation or court or administrative order or any agreement or other instrument to which it is a party or by which it may be bound.

5. That attached to this Certificate as Exhibit B is a full, true and correct copy of excerpts from resolutions of the Board of Directors of the Trustee and other applicable

Attachment F: TIFIA Agreement

documents which evidence the Trustee's trust powers and the authority of the officers referred to above to act on behalf of the Trustee; and that these excerpts and other applicable documents were in effect on the date or dates such officers acted and remain in full force and effect today.

6. That receipt is acknowledged of instruments required to be received by the Trustee pursuant to Section 205 of the Motor Fuel Tax Revenue Bonds General Ordinance (the "**Original Ordinance**") of the City of Chicago (the "**City**"), adopted by the City Council on November 28, 1990, as amended and supplemented by the 2003 Series Ordinance, adopted on March 5, 2003 (the "**2003 Series Ordinance**") and the 2013 Series and Supplemental Ordinance Authorizing the Issuance of City of Chicago Motor Fuel Tax Revenue Bonds, Series 2013 and Motor Fuel Tax TIFIA Revenue Bond(s) and Certain Amendments to the General Ordinance, adopted on March 13, 2013 (the "**2013 Series Ordinance**" and, collectively with the Original Ordinance and the 2003 Series Ordinance, the "**General Ordinance**").

7. That receipt is also acknowledged of that certain TIFIA Loan Agreement, dated as of June 12, 2013 (the "**TIFIA Loan Agreement**" also known as the "**TIFIA Determination Certificate**" under the 2013 Series Ordinance), between the City and the United States Department of Transportation (the "**TIFIA Bondholder**").

8. That Amalgamated Bank of Chicago, Chicago, Illinois also accepts its appointment and agrees to perform the duties and responsibilities of Trustee and of Bond Registrar and Paying Agent for and in respect of the TIFIA Bond as set forth in the General Ordinance and the TIFIA Determination Certificate, including:

(a) from time to time, redeeming all or a portion of the TIFIA Bond at the direction of the City as provided in Section 10 of the TIFIA Determination Certificate;

(b) on or before the fifth day of each month following the issuance and delivery of the TIFIA Bond, providing to the TIFIA Bondholder a monthly report for the prior month of the balance of funds held in the Motor Fuel Tax Revenue Fund and the Additional City Revenue Fund and the deposit, transfer and disbursement of such moneys under the General Ordinance, on behalf of the City pursuant to Section 20(d)(iii) of the TIFIA Determination Certificate while the TIFIA Bond is outstanding; and

(c) at the direction of the City in accordance with Section 8(d) of the TIFIA Determination Certificate, investing amounts on deposit in the TIFIA Debt Service Account and in the TIFIA Debt Service Reserve Account in "Permitted Investments," as defined in the TIFIA Determination Certificate, to the extent such Permitted Investments also constitute "Investment Obligations" as defined in the General Ordinance.

9. That all Funds and Accounts for the payment of the TIFIA Bond pursuant to the General Ordinance have been established as provided in the General Ordinance.

10. That receipt is acknowledged of a manually-executed certificate signed by the Mayor of the City of Chicago and captioned "Certificate Designating the Chief Financial Officer

Attachment F: TIFIA Agreement

as an Authorized Officer.” Such certificate has not, to the knowledge of the Trustee, been amended or revoked.

[SIGNATURE PAGE FOLLOWS]

Attachment F: TIFIA Agreement

Dated: June 12, 2013

AMALGAMATED BANK OF CHICAGO

By: _____
Its: Senior Vice President

Signature Page to Certificate Of Trustee

Attachment F: TIFIA Agreement

EXHIBIT A

Pamela Sumerall
Senior Vice President
Amalgamated Bank of Chicago

EXHIBIT B

RESOLUTION OF AMALGAMATED BANK OF CHICAGO

RESOLVED, that Robert M. Wrobel, James T. Landenberger, Christine Linde, Laura Ryan, Remonia Jamison, Ann Longino, Michele Martello, Felipe J. Mendoza, Pamela Sumerall, Donna J. Howard, Carrie Reyes, Patricia M. Trlak, Christina Markgraf and Cathey Walls be and hereby are authorized to sign, execute, acknowledge, verify, deliver, accept and countersign, on behalf of the Bank, all agreements, original or successor appointments, resignations, indentures, mortgages, deeds, conveyances, releases, leases, transfers, assignments, declarations, discharges, satisfactions, settlements, undertakings and all other documents or instruments exercising the trust powers of the Bank; and

FURTHER RESOLVED, that any of the aforementioned officers be and hereby are further authorized to sign, countersign, certify, register authenticate and identify all bonds, notes, interim certificates, certificates of stock, and all other documents or instruments for or in respect of which the Bank may be acting as trustee, registrar, transfer agent, paying agent or in any fiduciary or custodial role; and

FURTHER RESOLVED, that any and all of the aforementioned officers be and hereby are further authorized to attest and seal any and all of the aforementioned documents and instruments.

EXHIBIT K

TIFIA DEBT SERVICE STRUCTURE

Attachment F: TIFIA Agreement

Exhibit K
Riverwalk Expansion Phases 2 and 3
TIFIA Debt Service Structure

TIFIA Debt Service		
Date	Interest Due	Percentage of Principal Outstanding Due
7/1/2013	No Debt Service Payment Due	
1/1/2014	No Debt Service Payment Due	
7/1/2014	No Debt Service Payment Due	
1/1/2015	No Debt Service Payment Due	
7/1/2015	*	\$1,382,793.98 -
1/1/2016	*	\$1,275,104.10 -
7/1/2016	*	\$1,672,616.38 -
1/1/2017	*	\$1,597,109.66 -
7/1/2017		100% of Current Interest -
1/1/2018		100% of Current Interest -
7/1/2018		100% of Current Interest -
1/1/2019		100% of Current Interest -
7/1/2019		100% of Current Interest -
1/1/2020		100% of Current Interest 0.24%
7/1/2020		100% of Current Interest -
1/1/2021		100% of Current Interest 0.39%
7/1/2021		100% of Current Interest -
1/1/2022		100% of Current Interest 0.55%
7/1/2022		100% of Current Interest -
1/1/2023		100% of Current Interest 0.72%
7/1/2023		100% of Current Interest -
1/1/2024		100% of Current Interest 0.90%
7/1/2024		100% of Current Interest -
1/1/2025		100% of Current Interest 1.10%
7/1/2025		100% of Current Interest -
1/1/2026		100% of Current Interest 1.32%
7/1/2026		100% of Current Interest -
1/1/2027		100% of Current Interest 1.55%
7/1/2027		100% of Current Interest -
1/1/2028		100% of Current Interest 1.80%
7/1/2028		100% of Current Interest -
1/1/2029		100% of Current Interest 2.06%
7/1/2029		100% of Current Interest -
1/1/2030		100% of Current Interest 2.25%
7/1/2030		100% of Current Interest -
1/1/2031		100% of Current Interest 2.55%
7/1/2031		100% of Current Interest -
1/1/2032		100% of Current Interest 2.87%
7/1/2032		100% of Current Interest -

Attachment F: TIFIA Agreement

Exhibit K
Riverwalk Expansion Phases 2 and 3
TIFIA Debt Service Structure

TIFIA Debt Service		
Date	Interest Due	Percentage of Principal Outstanding Due
1/1/2033	100% of Current Interest	3.21%
7/1/2033	100% of Current Interest	-
1/1/2034	100% of Current Interest	3.58%
7/1/2034	100% of Current Interest	-
1/1/2035	100% of Current Interest	3.97%
7/1/2035	100% of Current Interest	-
1/1/2036	100% of Current Interest	4.39%
7/1/2036	100% of Current Interest	-
1/1/2037	100% of Current Interest	4.83%
7/1/2037	100% of Current Interest	-
1/1/2038	100% of Current Interest	5.31%
7/1/2038	100% of Current Interest	-
1/1/2039	100% of Current Interest	3.69%
7/1/2039	100% of Current Interest	-
1/1/2040	100% of Current Interest	4.07%
7/1/2040	100% of Current Interest	-
1/1/2041	100% of Current Interest	4.47%
7/1/2041	100% of Current Interest	-
1/1/2042	100% of Current Interest	4.91%
7/1/2042	100% of Current Interest	-
1/1/2043	100% of Current Interest	5.37%
7/1/2043	100% of Current Interest	-
1/1/2044	100% of Current Interest	5.55%
7/1/2044	100% of Current Interest	-
1/1/2045	100% of Current Interest	6.06%
7/1/2045	100% of Current Interest	-
1/1/2046	100% of Current Interest	6.61%
7/1/2046	100% of Current Interest	-
1/1/2047	100% of Current Interest	7.19%
7/1/2047	100% of Current Interest	-
1/1/2048	100% of Current Interest	8.49%

* Maximum amount pursuant to Section 9(c)

APPENDIX A
FLOW OF FUNDS

Attachment F: TIFIA Agreement

Capitalized terms used herein and not otherwise defined shall have the meaning given to such terms in the General Ordinance.

PLEDGE OF SECURITY

Section 204 of the General Ordinance provides that, for the benefit of the registered owners from time to time of any Bonds, the Borrower pledges, assigns and grants to the Trustee a first lien on and first security interest in all Motor Fuel Tax Revenues which may lawfully be used to pay Municipal Indebtedness and certain other moneys and securities held by the Trustee under the General Ordinance for payment in full of the principal, Redemption Price and Purchase Price of, and interest on the Bonds, as such amounts become due and payable. Under current State law, the Use of Motor Fuel Tax Funds Act requires that twenty-five percent of the Motor Fuel Tax Revenues received by the Borrower in each year be expended solely for reconstruction, maintenance, repair or improvement of the Borrower's non-arterial residential streets. Consequently, under current State law, twenty-five percent of Motor Fuel Tax Revenues received by the Borrower in any year will be unavailable to pay Municipal Indebtedness, including the TIFIA Bond. The amount of Motor Fuel Tax Revenues available from year to year is subject to annual appropriation by the Illinois General Assembly.

In addition to the pledge of Motor Fuel Tax Revenues as described above, the 2013 Series Ordinance amended Section 204 of the General Ordinance to allow for the pledge of Additional City Revenues pursuant to any Series Ordinance. Under Section 103(l) of the 2013 Series Ordinance, the Borrower has pledged, assigned and granted to the Trustee a first lien on and first security interest in all Additional City Revenues held by the Trustee under the 2013 Series Ordinance for the payment in full of the principal, Redemption and Purchase Price of, and interest on the Bonds, as such amounts become due and payable.

As such, registered owners of any Bonds issued and Outstanding under the General Ordinance have a claim for payment of principal, Redemption and Purchase Price, if any, of and interest on such Bonds solely from (i) Additional City Revenues, (ii) Motor Fuel Tax Revenues which may lawfully be used by the Borrower to pay Municipal Indebtedness, and (iii) certain other moneys and securities held by the Trustee pursuant to the General Ordinance.

FUNDS AND ACCOUNTS

Section 601 of the General Ordinance establishes an Additional City Revenues Fund to be maintained by the Trustee and, while the TIFIA Bond is Outstanding, requires the Borrower to pay to the Trustee for deposit therein all Additional City Revenues received by the Borrower. Section 601 of the General Ordinance also establishes a Motor Fuel Tax Revenue Fund to be maintained by the Trustee and, while any Bonds are Outstanding, requires the Borrower to pay to the Trustee for deposit therein all Motor Fuel Tax Revenues received by the Borrower.

Section 602 of the General Ordinance creates a Debt Service Fund to be maintained by the Trustee and used to pay the debt service on Bonds. Separate accounts in the Debt Service Fund are required to be established for each Series of Bonds. Section 603 of the 2013 Series Ordinance establishes a TIFIA Bonds Account in the Debt Service Fund for the TIFIA Bond.

Attachment F: TIFIA Agreement

Section 606 of the General Ordinance establishes a Debt Service Reserve Fund to be maintained by the Trustee as additional security for Bonds issued under the General Ordinance and permits the Borrower to establish a separate account in the Debt Service Reserve Fund for each Series of Bonds. Section 605 of the 2013 Series Ordinance establishes a TIFIA Debt Service Reserve Account in the Debt Service Reserve Fund for the TIFIA Bond. In connection with the issuance of any Series of Bonds, Section 604(6) of the General Ordinance requires an amount of funds to be deposited in the Debt Service Reserve Account for any such Series in an amount not less than the Reserve Requirement for such Series. The Reserve Requirement is the amount, if any, provided in the related Series Ordinance. The Reserve Requirement for the TIFIA Bond will be funded in the amount and at the time as set forth in Section 15(n) of this Agreement. If any Series of Bonds is secured by amounts on deposit in the Debt Service Reserve Fund in an account relating to such Series of Bonds, such amounts secure only that Series of Bonds, and do not secure, and are not be available to pay the principal and interest on any other Bonds.

Section 603 of the General Ordinance establishes in the Debt Service Fund a separate Rebate Account with respect to each Series of Bonds that are issued as tax-exempt. Section 604(6) of the General Ordinance requires that there be deposited in the Debt Service Fund to the credit of the Rebate Accounts, after there are no deficiencies in any of the other accounts in the Debt Service Fund or the Debt Service Reserve Fund, the amounts as shall be required to be held available for rebate to the United States of America with respect to each such Series of Bonds. Amounts on deposit in the Rebate Account for any Series of Bonds do not secure the Bonds.

Pursuant to Section 601 of the General Ordinance, upon receipt of Additional City Revenues, the Trustee is required to deposit monthly into the Debt Service Fund such amounts from the Additional City Revenues Fund as provided for in the General Ordinance. Under Section 604(6) of the General Ordinance, any amounts of Additional City Revenues in the Debt Service Fund in excess of the required deposits (other than in any Rebate Accounts created under it) are required to be transferred to the Debt Service Reserve Fund each month until the amount in each Account in the Debt Service Reserve Fund equals the Reserve Requirement for such Account. After that, any remaining amounts of available Additional City Revenues are used to make, to the extent required, deposits into the Rebate Accounts. After the deposits to the Rebate Accounts have been made, if there remains any excess amount of available Additional City Revenues, such excess Additional City Revenues are then paid by the Trustee to the Borrower, or upon the Borrower's direction.

Once the Trustee has applied all of the Additional City Revenues as described above, if the Additional City Revenues are not sufficient to make all of the required deposits, the Trustee is required, pursuant to Section 602 of the General Ordinance, to deposit all amounts in the Motor Fuel Revenue Fund to the credit of the Debt Service Fund in order to make up any deficiency in the monthly deposit requirements for each Series of Outstanding Bonds, including the TIFIA Bond. As was the case with the Additional City Revenues, under Section 604(6) of the General Ordinance, any amounts of Motor Fuel Tax Revenues in the Debt Service Fund in excess of the required deposits (other than in any Rebate Accounts created under it) are required to be transferred to the Debt Service Reserve Fund each month until the amount in each Account in the Debt Service Reserve Fund equals the Reserve Requirement for such Account. After that, any remaining amounts of available Motor Fuel Tax Revenues are used to make, to the extent

Attachment F: TIFIA Agreement

required, deposits into the Rebate Accounts. After the deposits to the Rebate Accounts, excess amounts of Motor Fuel Tax Revenues, if any, are then paid by the Trustee to the Borrower, or upon the Borrower's direction.

As noted above, any excess Additional City Revenues and/or Motor Fuel Tax Revenues which remain after all of the monthly deposits that are required to be made by the Trustee to the Funds and Accounts described above will be paid by the Trustee to the Borrower, or at the Borrower's direction, and be available for any lawful purpose.

Notwithstanding the Borrower's ability to expend such excess Additional City Revenues and/or Motor Fuel Tax Revenues for any lawful purpose, while the TIFIA Bond is Outstanding, the Borrower will apply such excess Additional City Revenues and/or Motor Fuel Tax Revenues to the prepayment/redemption of the TIFIA Bond as follows: First, the Borrower will be required to make a mandatory prepayment of the TIFIA Bond in an amount equal to the Additional City Revenues received minus the amount necessary to make all required debt service payments on the TIFIA Bond. In addition, upon the occurrence of certain non-payment type defaults as set forth in Section 18(a)(3) of the TIFIA Loan Agreement, the Borrower is required to effect an extraordinary mandatory redemption of the TIFIA Bond and pay all amounts owed under the TIFIA Loan Agreement from excess Additional City Revenues and/or Motor Fuel Tax Revenues.

Upon the payment, prepayment or redemption (whether optional, mandatory or extraordinary mandatory redemption) of the TIFIA Bond in full, and the repayment of any other amounts owed under the TIFIA Loan Agreement, the Additional City Revenues will no longer be pledged for the payment of the Bonds.

ATTACHMENT G: M/WBE SPECIAL CONDITIONS FOR COMMODITIES OR SERVICES CONTRACTS

SPECIAL CONDITIONS REGARDING MINORITY BUSINESS ENTERPRISE COMMITMENT AND WOMEN BUSINESS ENTERPRISE COMMITMENT FOR COMMODITIES OR SERVICES

1.1. 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%	5%

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

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

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

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

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

contractor. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

1.2. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.3. **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.

1.4. Counting MBE/WBE Participation Toward the Contract Specific Goals

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

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

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
 - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
 - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals.
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
 - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or

- ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in the Schedule B.
- iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
 - i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
 - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
 - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

1.5. 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.

1.5.1. Direct / Indirect Participation

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

- a. The bidder has documented the unsuccessful solicitation for either subcontractors or joint venture partners of at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of the appropriate certified MBE/WBE firms to perform any direct or indirect work identified or related to the advertised bid/proposal. Documentation must include but is not necessarily limited to:
 1. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to certified MBE/WBE firms;
 2. A listing of all MBE/WBE firms contacted that includes:
 - o Name, address, telephone number and email of MBE/WBE firms solicited;
 - o Date and time of contact;
 - o 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:
 - o Project identification and location;
 - o Classification/commodity of work items for which quotations were sought;
 - o Date, item and location for acceptance of subcontractor bid proposals;
 - o Detailed statement which summarizes direct negotiations with appropriate MBE/WBE firms for specific portions of the work and indicates why negotiations were unsuccessful;
 - o Affirmation that Good Faith Efforts have been demonstrated by:
 - choosing subcontracting opportunities likely to achieve MBE/WBE goals;
 - not imposing any limiting conditions which were not mandatory for all subcontractors;
 - providing notice of subcontracting opportunities to M/WBE firms and assist agencies at least five (5) business days in advance of the initial bid due date.

OR

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

1.5.2. 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.

1.5.3. 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 1.5 "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.

1.6. Procedure to Determine Bid Compliance

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

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

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

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

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

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

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

(2) Letters of Certification.

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

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 1.3, "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 1.5 "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.

1.7. 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.

1.8. Changes to Compliance Plan

1.8.1. 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.

1.8.2. 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.

1.9. Non-Compliance and Damages

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

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

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

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

1.10. Arbitration

- a) In the event a contractor has not complied with the contractual MBE/WBE percentages in its Schedule D, underutilization of MBEs/WBEs shall entitle the affected MBE/WBE to recover from the

contractor damages suffered by such entity as a result of being underutilized; provided, however, that this provision shall not apply to the extent such underutilization occurs pursuant to a waiver or substitution approved by the City. The Ordinance and contracts subject thereto provide that any disputes between the contractor and such affected MBEs/WBEs regarding damages shall be resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorney's fees, being recoverable by a prevailing MBE/WBE in accordance with these regulations. This provision is intended for the benefit of any MBE/WBE affected by underutilization and grants such entity specific third party beneficiary rights. Any rights conferred by this regulation are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE/WBE.

- b) An MBE/WBE desiring to arbitrate shall contact the contractor in writing to initiate the arbitral process. Except as otherwise agreed to in writing by the affected parties subject to the limitation contained in the last sentence of the previous paragraph, within ten (10) calendar days of the contractor receiving notification of the intent to arbitrate from the MBE/WBE the above-described disputes shall be arbitrated in accordance with the Commercial Arbitration Rules of the American Arbitration Association (AAA), a not-for-profit agency, with an office at 225 North Michigan Avenue, Suite 2527, Chicago, Illinois 60601-7601 [Phone: (312) 616-6560; Fax: (312) 819-0404]. All such arbitrations shall be initiated by the MBE/WBE filing a demand for arbitration with the AAA; shall be conducted by the AAA; and held in Chicago, Illinois.
- c) All arbitration fees are to be paid pro rata by the parties, however, that the arbitrator is authorized to award reasonable expenses, including attorney and arbitrator fees, as damages to a prevailing MBE/WBE.
- d) The MBE/WBE must send the City a copy of the Demand for Arbitration within ten (10) calendar days after it is filed with the AAA. The MBE/WBE also must send the City a copy of the decision of the arbitrator within ten (10) calendar days of receiving such decision. Judgment upon the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

1.11. 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.

1.12. **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 to M/WBE Special Conditions –Assist Agency List



**CITY OF CHICAGO
ASSIST AGENCY LIST**

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

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

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

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

RETURN RECEIPT REQUESTED

(Date)

Specification No.: {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
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within (10) ten business days of receipt of this letter.

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

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

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

Sincerely,

Schedule B – Affidavit of Joint Venture

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

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

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

- I. Name of joint venture: _____
Address of joint venture: _____
Phone number of joint venture: _____
- II. Identify each non-MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- III. Identify each MBE/WBE venturer(s):
Name of Firm: _____
Address: _____
Phone: _____
Contact person for matters concerning MBE/WBE compliance: _____
- IV. Describe the role(s) of the MBE and/or WBE venturer(s) in the joint venture: _____

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

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

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

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

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

5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture:

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

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

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

- D. Acquisition of lines of credit:

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

- E. Acquisition and indemnification of payment and performance bonds:

- 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)

[illegible]

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

- A. Are any proposed joint venture employees currently employed by either venturer?
Currently employed by non-MBE/WBE (number) _____ Employed by MBE/WBE _____
- B. Identify by name and firm the individual who will be responsible for hiring joint venture employees:

- C. Which venturer will be responsible for the preparation of joint venture payrolls:

- X. Please state any material facts of additional information pertinent to the control and structure of this joint venture.

[illegible]

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

Firm

Name of Non-MBE/WBE Partner

Signature of Affiant

Signature of Affiant

Name and Title of Affiant

Name and Title of Affiant

Date

Date

On this _____ day of _____, 20____, the above-signed officers

(names of affiants)

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

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

Signature of Notary Public

My Commission Expires: _____

(SEAL)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

Project Name: _____ Specification No.: _____

From: _____
(Name of MBE/WBE Firm)

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

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

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

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

SUB-SUBCONTRACTING LEVELS

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

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

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

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

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

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

NOTICE: THIS SCHEDULE AND ATTACHMENTS REQUIRE ORIGINAL SIGNATURES.

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

(Name/Title-Please Print)

(Email & Phone Number)

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



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

**FOR
NON-CONSTRUCTION
PROJECTS ONLY**

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

Project Name: _____

Specification No.: _____

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

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

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

I. Direct Participation of MBE/WBE Firms:

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

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

Mentor Protégé Agreement (attach executed copy): () Yes () No Add'l Percentage Claimed:¹ _____%

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

II. Indirect Participation of MBE/WBE Firms

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

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

1. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

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

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

2. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

3. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

4. Name of MBE/WBE: _____

Address: _____

Contact Person: _____

Phone Number: _____

Dollar Value of Participation \$ _____

Percentage of Participation % _____

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

Total Participation % _____

5. Attach Additional Sheets as Needed

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

III. Summary of MBE/WBE Proposal

A. MBE Proposal (Direct & Indirect)

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct MBE Participation		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect MBE Participation		

B. WBE Proposal (Direct & Indirect)

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Direct WBE Participation		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
Total Indirect WBE Participation		

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

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

(Name- Please Print or Type)

(Phone)

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.

(Name of Prime Contractor – Print or Type)

State of: _____

(Signature)

County of: _____

(Name/Title of Affiant – Print or Type)

(Date)

On this _____ day of _____, 20____, the above signed officer _____
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

(Notary Public Signature)

SEAL:

Commission Expires: _____

ATTACHMENT H: SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION CONTRACTS

(September 2013)

I. Policy and Terms

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC 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, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 24% Minority Owned Business Enterprise participation and 4% Women Owned Business Enterprise participation. The City has set goals of 24% and 4% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

Pursuant to 2-92-535, the prime contractor may be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 5% may be applied to the contract specific goals, or it may be in addition to the contract specific goals.

As provided in Section 2-92-720(e), Diversity Credit Program credits awarded by the City's affirmative action advisory board may also be applied to the contract specific goals.

Contract Specific Goals and Bids

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:

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or

B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or 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 the contract:

MBE Contract Specific Goal: 24%

WBE Contract Specific Goal: 4%

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

Pursuant to 2-92-535, the prime contractor may be awarded an additional 0.333 percent credit, up to a maximum of a total of 5 percent additional credit, for every 1 percent of the value of a contract self-performed by M.B.E.s or W.B.E.s, or combination thereof, that have entered into a mentor agreement with the contractor. This 5% may be applied to the contract specific goals, or it may be in addition to the contract specific goals.

Contract Specific Goals and Contract Modifications

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.

- a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
- b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.

2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

II. Definitions

“Area of Specialty” means the description of a MBE’s or WBE’s activity that has been determined by the Chief Procurement Officer to be most reflective of the firm’s claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm’s Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

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

“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.

“Construction Contract” means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

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

“Contractor” means any person or business entity that has entered into a construction contract with the City, and includes all partners, affiliates and joint ventures of such person or entity.

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

“Directory” means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and

the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

“Executive Director” means the executive director of the Office of Compliance or his or her designee.

“Good Faith Efforts” means actions undertaken by a bidder or contractor to achieve a Contract Specific Goal that, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program’s requirements.

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

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

“Minority 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.

“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 the 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 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.

III. 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:

1. 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;
2. 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;
3. Each joint venture partner executes the bid to the City; and
4. 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 1, 2, and 3 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:

1. The parties' contributions of capital, personnel, and equipment and share of the costs of insurance and bonding;

2. 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;
3. Work items to be performed under the supervision of the MBE or WBE joint venture partner; and
4. 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.

IV. Counting MBE and WBE Participation Towards 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 certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.
 1. 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.
 2. 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.

- 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.

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.

- C. If the MBE or WBE performs the work itself:
 - 1. 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 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. 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:
 - 1. 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:
 - 1. 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:
 - 1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
 - 2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
 - 1. 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.
 - i. OR 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 Schedule B.
 - 2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.
- H. If the MBE or WBE subcontracts out any of its work:
 - 1. 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.

2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies 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 as allowed by C.1. above).
3. 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 or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, 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.
4. 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.
5. 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.

V. Procedure to Determine Bid Compliance

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

A. Schedule B: MBE/WBE Affidavit of Joint Venture

1. 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. See Section III above for detailed requirements.

B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier

The bidder must submit the appropriate Schedule C with the bid for each MBE and WBE included on the Schedule D. The City encourages subcontractors to utilize the electronic fillable format Schedule C, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. Suppliers must submit the Schedule C for Suppliers, first tier subcontractors must submit a Schedule C for Subcontractors to the Prime Contractor and second or lower tier subcontractors must submit a Schedule C for second tier Subcontractors. Each Schedule C must 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 has been submitted with the bid, an executed original Schedule C

must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. 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, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago or Cook County, Illinois, must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.
2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
 - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
 - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
 - i. Names, addresses, emails and telephone numbers of firms solicited;
 - ii. Date and time of contact;
 - iii. Person contacted;
 - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
 - c. Evidence of contact, including:
 - i. Project identification and location;
 - ii. Classification/commodity of work items for which quotations were sought;
 - iii. Date, item, and location for acceptance of subcontractor bids;
 - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
 - v. Bids received from all subcontractors.
 - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or

omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.

- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.
- K. 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.

VI. Demonstration of Good Faith Efforts

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
 - 1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up initial solicitations with interested MBEs or WBEs.
 - 2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
 - 3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
 - 4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
 - 5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
 - 6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with

the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.

7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
 8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.
 9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
 10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
 11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

VII. Changes to Compliance Plan

- A. 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 Chief Procurement 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.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:

1. Unavailability after receipt of reasonable notice to proceed;
 2. Failure of performance;
 3. Financial incapacity;
 4. Refusal by the subcontractor to honor the bid or proposal price or scope;
 5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
 7. The subcontractor's withdrawal of its bid or proposal; or
 8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.
 9. Termination of a Mentor Protégé Agreement.
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:
1. The bidder or contractor must notify the 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.
 2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
 3. 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 sections V and VI. 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.
 4. 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.
 5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.

- D. 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.

VIII. Reporting and Record Keeping

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. 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 MBE and WBE. 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.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE 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.

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: <http://chicago.mwdbe.com>

- C. 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.

- D. 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 final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

IX. Non-Compliance

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and 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. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. 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 2-92-740 of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

X. Arbitration

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights 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 or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

XI. 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 related to bidder or contractor and subcontractor obligations.

ATTACHMENT I: COMPLIANCE WITH ENVIRONMENTAL LAWS

COMPLIANCE WITH ENVIRONMENTAL LAWS AND RELATED MATTERS

1.1. Definitions

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

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

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

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

Hazardous Substance: A Hazardous Substance is any substance or other material that is defined, classified, or otherwise deemed – in, by or under any Environmental Law -- to be hazardous or otherwise dangerous, detrimental or harmful to the environment or to human health or safety; and this term includes but is not limited to petroleum, crude oil, and any fraction thereof.

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.

1.2. 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.

1.3. Compliance With Environmental Laws

Any noncompliance, by Contractor or any Subcontractor or Subtenant, or Sublicensee, 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.

1.4. Costs

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

1.5. Proof of Noncompliance; Authority; Cure

Any adjudication, whether administrative or judicial, against Contractor or any Subcontractor or Subtenant or Sublicensee, 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 or Subtenant or Sublicensee, by any government agency 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 Commissioner 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 or Subtenant or Sublicensee.

The Commissioner 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 and/or Subtenant and/or Sublicensee's history of compliance or noncompliance with the same or other Laws, Contractor's and/or Subcontractor's and/or Subtenant and/or Sublicensee's actions or inaction towards mitigating the noncompliance and its effects, and Contractor's or Subcontractor's or Subtenant or Sublicensee's actions or inaction towards preventing future noncompliance.

1.6. Copies of Notices and Reports; Related Matters

If any Environmental Law requires Contractor or any Subcontractor or any Subtenant or any Sublicensee 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 of the City of Chicago within 48 hours of making, submitting or filing the original report.

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

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

1.7. 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.

1.8. Environmental Claims and Related Matters

Within 24 hours of receiving notice of any Environmental Claim, and within 48 hours of any Subcontractor's, Sublicensee's, Subtenant's or Occupants' receiving notice of any Environmental Claim, Contractor must submit

copies of all documents constituting or relating to the Environmental Claim to the Law Department of the City of Chicago. 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.

1.9. 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.

1.10. 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 and Sublicensees 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 or Subtenant, or Sublicensee'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 Commissioner. 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' and Subtenants' and Sublicensee's 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.

1.11. Hazardous Substances.

Contractor must not have, or allow anyone to have, on the Riverwalk, any Hazardous Substance, except small volumes of: cleaning fluids, business equipment materials (such as copy machine toner), and other materials customarily handled or used in connection with the concession operations. Contractor must maintain awareness of all Hazardous Substances on the Riverwalk and immediately remove from the Riverwalk any Hazardous Substance that does not constitute a small volume of cleaning fluids, business equipment materials (such as copy machine toner), or other material customarily handled or used in connection with the concession operations. Upon the expiration or termination of this Contract, Contractor must surrender the the Riverwalk to the City free from the presence and contamination of any Hazardous Substance that was placed there as a result of actions by Contractor or its subcontractors/subtenants/sublicensees.

1.12. Environmental Representations and Warranties.

Contractor hereby represents and warrants to the City as follows:

- (a) Contractor will strictly comply, and require and cause all Subcontractors, Sublicensees, Subtenants, and Occupants to strictly comply, with all Environmental Laws affecting the Premises. In addition

to the notification requirements above, Contractor will also immediately notify the City of any release or threat of release of any Hazardous Substance at, on, under, or within the Premises.

(b) No activity shall be undertaken on the Riverwalk that would cause (i) the Riverwalk or any part of it to be considered a hazardous waste treatment, storage or disposal facility as defined under any Environmental Laws; (ii) a release or threatened release of Hazardous Materials into any watercourse, surface or subsurface water or wetlands; or (iii) the discharge into the environment of any Hazardous Materials in each case requiring a permit under any Environmental Laws and for which no such permit has been issued.

(c) Contractor shall immediately notify the City in writing of (i) any release or threatened release of Hazardous Materials or the occurrence of any other environmental problem or liability with respect to the Riverwalk which could subject Contractor or the Riverwalk to a claim under any Environmental Laws or to any restriction in ownership, occupancy, transferability or use of the Riverwalk under any Environmental Laws; (ii) any lien filed, action taken or notice given of the nature described in subparagraph (b) above; (iii) any notice given to Contractor from any subcontractors/subtenants or other occupant of the Riverwalk authorized by the City pursuant to the terms of this Agreement or any notice from any governmental authority with respect to any release or threatened release of Hazardous Materials; or (iv) the commencement of any litigation or any information relating to any threat of litigation relating to any alleged unauthorized release of any Hazardous Materials or other environmental contamination, liability or problem caused by Contractor or its subcontractors/subtenants with respect to or arising out of or in connection with the Riverwalk.

(d) Contractor shall not be responsible or liable in any manner to the City or otherwise for any remediation or removal of any Existing Contamination or for the release or threatened release of any Hazardous Materials (whether located within the Premises or elsewhere) unless such release or threatened release of Hazardous Materials is caused by the action, omission to act, negligence or willful misconduct of Contractor, its subcontractors/subtenants/sublicensees and their respective agents, employees, contractors or licensees.

ATTACHMENT J: OTHER CITY CONTRACT TERMS

STANDARD TERMS AND CONDITIONS

1.13. General Provisions

1.13.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Services" refers to all work, services, and materials 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.

1.13.2. Interpretation of Contract

1.13.2.1. 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.

1.13.2.2. 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.

1.13.2.3. 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.

1.13.3. Subcontracting and Assignment

1.13.3.1. 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.

1.13.3.2. Subcontracts

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

http://www.cityofchicago.org/city/en/depts/dps/provdrs/comp/svcs/debarred_firms_list.html

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

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

1.13.3.3. 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.

1.13.3.4. 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.

1.13.3.5. 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.

1.13.4. Contract Governance

1.13.4.1. 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.

1.13.4.2. 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.

1.13.4.3. 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.

1.13.4.4. 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.

1.13.4.5. 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.

1.13.4.6. 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.

1.13.4.7. 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.

1.13.4.8. 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.

1.13.4.9. 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.

1.13.4.10. 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.

1.13.4.11. 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.

1.13.4.12. 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.

1.13.5. 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.

1.13.6. 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), 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, the "Construction Contract Indemnification for Negligence Act" 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.

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.

Waiver of limits to obligation to indemnify:

- A. 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.
- B. In addition, Contractor waives the right to receive the benefits of or to invoke the protection afforded by all maritime statutory limitations of liability, including the Limitation of Vessel Owner's Liability Act, 48 U.S.C. § 183 et seq., that could act to diminish Contractor's liability for any harm or damage arising from Contractor's performance of its obligations under the Contract in any manner or for all claims or other costs arising from or occasioned by Contractors operations on any waterways, including Lake Michigan and the Chicago River. This provision is not intended to avoid or waive Federal jurisdiction under the applicable admiralty laws. This waiver extends only to the Indemnified Parties, and not to third parties seeking recovery for claims solely against Contractor.

Without limiting Contractor's waiver, Contractor specifically consents to pay all sums in respect of any claims against the Indemnified Parties and other costs suffered by the Indemnified Parties arising from or occasioned by its operations in or on waterways, including the following:

- i. Loss or damage to any other ship, vessel or boat caused proximately or otherwise by Contractor's vessel, or loss of the cargo or the other ship, vessel or boat;
- ii. Loss of life or personal injury, or for any cost of life salvage;

- iii. Loss or damage to any harbor, dock, building, graving or otherwise, slipway, pontoon, pier, quay, tunnel, jetty, stage, buoy, cables of any kind, or other fixed or movable object or property whatsoever;
- iv. The cost of the removal, raising or destruction of the wreck of any vessel Contractor employs in performing Contractor's obligations under the Contract;
- v. If a vessel is disabled or otherwise, the cost of towage or other salvage of any vessel Contractor employs in performing your obligations under the Contract;
- vi. Loss or damage to the bottom, banks, or shoreline of the waterway.

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.

1.13.7. 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.

1.13.8. 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.

1.14. Compensation Provisions

1.14.1. Ordering, Invoices, and Payment

1.14.1.1. 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.

1.14.1.2. 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.

1.14.1.3. 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.

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.

1.14.1.4. 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.

1.14.1.5. 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.

1.14.1.6. 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 at least five (5) years after the expiration or termination of the Contract.

1.14.1.7. Audits

1.14.1.7.1. 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".

1.14.1.7.2. 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.

1.14.2. 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 fourteen (14) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

1.14.3. Prompt Payment to Subcontractors

1.14.3.1. 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.

1.14.3.2. Payment to Subcontractors Within Fourteen Days

The Contractor must make payment to its Subcontractors within 14 days of receipt of payment from the City for each invoice, but only if the Subcontractor has satisfactorily provided goods or services or completed its work or services in accordance with the Contract Documents and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment for a to a Subcontractor when the Subcontractor's work or materials do not comply with the requirements of the Contract Documents, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

1.14.3.2.1. 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/payment/s/begin.do?agencyId=city>.

If the Contractor, without reasonable cause, fails to make any payment to its Subcontractors and material suppliers within 14 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 14-day period until fully paid.

In the event that a Contractor fails to make payment to a Subcontractor within the 14-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%20to%20Promptly%20Pay%20Fillable%20Form%203%202013.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.

1.14.3.2.2. Whistleblower Protection

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 1.14.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 1.17 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.

1.14.3.3. 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.

1.14.3.4. 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

1.14.3.5. 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.

1.14.4. 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.

1.15. Compliance With All Laws

1.15.1. 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.

1.15.2. Non-Discrimination

1.15.2.1. 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.

1.15.2.2. Illinois Human Rights Act

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

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

1.15.2.3. 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.

1.15.2.4. Business Enterprises Owned by People With Disabilities (BEPD)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Full access to the Contractor's and Subcontractor's records shall be granted to the CPO, the commissioner of the supervising department, or any duly authorized representative thereof. The Contractor and Subcontractors shall maintain all relevant records for a period of at least three years after final acceptance of the work.

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

1.15.3. Living Wage Ordinance

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

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

As of July 1, 2014 the Base Wage is \$11.93. The current rate can be found on the Department of Procurement Services' website. 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.

1.15.4. 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:

1.15.4.1. 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.

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

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

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct.

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

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

1.15.4.3. 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.

1.15.5. Restrictions on Business Dealings

1.15.5.1. Conflicts of Interest

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

1.15.5.2. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4

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

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

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

committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

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

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

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

For purposes of this provision:

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

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

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

1.15.6. 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.

1.15.7. Other City Ordinances and Policies

1.15.7.1. 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.

1.15.7.2. 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.

1.15.7.3. 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).

1.15.7.4. MacBride Principles Ordinance, MCC Sect. 2-92-580

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

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

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

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

1.15.7.5. 2011 Hiring Plan Prohibitions

- A. The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 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 2011 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.

1.15.7.6. Inspector General and Legislative Inspector General

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

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

1.15.7.7. 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).

1.15.7.8. 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.

1.15.8. Compliance with Environmental Laws and Related Matters

1.15.8.1. Definitions

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

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

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

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

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

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

1.15.8.2. 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.

1.15.8.3. Compliance With Environmental Laws

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

1.15.8.4. Costs

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

1.15.8.5. 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.

1.15.8.6. Copies of Notices and Reports; Related Matters

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

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

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

1.15.8.7. 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.

1.15.8.8. Environmental Claims and Related Matters

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

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

1.15.8.9. 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.

1.15.8.10. 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.

1.16. Contract Disputes

1.16.1. 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.

1.16.2. Procedure for Bringing Disputes before the CPO

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

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

dispute and either the other party's failure to exercise good faith efforts or both parties' inability to resolve the dispute despite good faith efforts.

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

The administrative process is described more fully in the "Regulations of the Department of Procurement Services for Resolution of Disputes between Contractors and the City of Chicago", which are available in City Hall, 121 N. LaSalle Street, Room 301, Bid and Bond Room, and on-line at:

http://www.cityofchicago.org/content/dam/city/depts/dps/RulesRegulations/Dispute_Regulations_2002.pdf

1.17. Events of Default and Termination

1.17.1. 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.

1.17.2. 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.

1.17.3. 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.

1.17.4. 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.

1.17.5. 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.

1.17.6. 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.

ATTACHMENT K: SCOPE AND EXPECTATIONS FOR DEVELOPMENT/MANAGEMENT

2FM will oversee the operation of the Riverwalk. A Manager is needed to assist in finalizing the Riverwalk Development Plan and implementing and managing the tasks within that plan all in accordance with the terms and conditions of the TIFIA loan agreement.

The Manager will work with the City to create a comprehensive Riverwalk Development plan which maximizes revenues to meet the debt service obligation and costs associated with maintenance and operations of such a facility. The City desires that the Riverwalk will be financially self-sustaining.

In addition, the Manager will be responsible for the ongoing maintenance and operations as well as implementation of the Riverwalk Development Plan for the term of the contract.

The City expects the Manager to provide critical services for the Riverwalk, including but not limited to:

- Establish a Development Plan
- Develop and Implement the Retail Program
- Facility Management Plan

The City expects the Manager to maintain the path to the public at a minimum during the open hours set by the City, currently from 6 a.m. to 11 p.m., with seasonally and operationally appropriate hours for vendors.

ESTABLISHING A DEVELOPMENT PLAN

The Manager will assist the City in developing a Riverwalk Program Development Plan ("Development Plan"). Among other things, this plan will include a Retail Plan, Public Events Plan and a Marketing Plan. The Plan will be based on the existing design plan for the entire Riverwalk, building on the infrastructure already in place or to be provided by the City and shown in Attachment A to the RFP.

The Development Plan should make the most efficient use of the Riverwalk space proper as well as identifying creative uses and development potential for City-owned space. However, significant design modifications to the base infrastructure, further encroachment into the Chicago River, and any obstruction to Lower Wacker Drive are not acceptable. Building up at the site east of Wabash in Phase 1 and the Boardwalk in Phase 3 will be considered. Creative development concepts for these two locations specifically are being requested.

Temporary program activation throughout the Riverwalk is expected while the Manager works with the City to finalize the plan. The City understands that a significant amount of time may be required to finalize the Development Plan and organize the necessary financing; therefore an interim plan to activate these sites is expected.

IMPLEMENTING DEVELOPMENT PROGRAM

The Manager will also provide Program Management Services, which includes execution of the Program Development Plan, and will also have oversight of the daily maintenance, operations and reporting required to manage an outdoor public space. The Manager agrees to use its reasonable best efforts to operate, manage, supervise, promote and maintain the Riverwalk so as to minimize operating costs and maximize revenues. In addition, all the reporting requirements pertaining to the TIFIA agreement will be the responsibility of the Developer/Manager.

The Program Management Scope of Services includes oversight and execution of the following plans established in the Riverwalk Development phase including:

- A. Retail Program Management
- B. Maintenance and Operations
- C. Reporting and Coordination
- D. Public Events
- E. Marketing

A. Retail Program Management

Retail Program Management will include oversight of retail program and implementation of the Retail Program Development Plan. A variety of well-qualified vendors providing venues consistent with the City's vision of the Riverwalk is essential for the success of the program. The Riverwalk will require a comprehensive retail program. Given the anticipated scope of the Retail Program, the nature and extent of the Retail Program Management is explained in detail in Section III.

B. Maintenance and Operations

A key component included in the Program Management is the implementation of the Maintenance and Operation plan. Specific maintenance tasks will be required daily, quarterly and annually to keep the facility in top condition. The Riverwalk will require a comprehensive maintenance and operations plan created in the Riverwalk Development Phase and an annual plan thereafter. The Scope of Maintenance and Operations is described in detail in Section IV below.

C. Reporting Requirements and Coordination

The Manager will be required to provide a variety of reports on all aspects of the Riverwalk management and they will be required to coordinate activities with various governmental entities. These actions include, but are not limited to:

1. Reports as requested by the City.
2. Reports required by the Transportation Infrastructure Finance and Innovation Act (TIFIA) Agreement. The City of Chicago is using TIFIA funding for the remaining design and construction of the Chicago Riverwalk. Specific reporting requirements are included in this agreement. The selected Respondent will be required to fulfill these requirements in accordance with the terms and conditions of the TIFIA agreement. A copy of the executed TIFIA agreement is included in Attachment F to the RFP.
3. Coordination with the various government agencies that have jurisdiction over the site, including, the United States Coast Guard, the Army Corps of Engineers, the Federal Highway Administration, the United States Department of Transportation, the Illinois Department of Natural Resources, the Metropolitan Water Reclamation District of Greater Chicago and the City of Chicago.
4. Compliance with M/WBE goals and provide quarterly participation updates on M/WBE, ACDBE and BEPD's, and Chicago-owned and local businesses to 2FM.
5. Provide any other reports or information requested by the City in order to comply with Freedom of Information Act (FOIA) or other appropriate inquiries in a timely manner.

D. Public Events

As part of the the Riverwalk Development, the Manager will be required to establish a plan for promoting the Riverwalk as a venue for public events and a destination for visitors. The Manager will also be required to create an annual plan which will include a schedule of events and programs to attract visitors to the Riverwalk. The nature and schedule of events and programming should be consistent with the vision of the Riverwalk and provide recreational, cultural, and educational entertainment and programming for the entire site.

Coordination with 2FM and other City of Chicago Departments will be necessary to accomplish this goal, including but not limited to the Department of Planning and Development; the Department of Business Affairs and Consumer Protection; the Department of Cultural Affairs and Special Events; the Department of Transportation; and Choose Chicago, or other entity charged with marketing for the City..

Developing and implementing a Public Event Plan is a critical task of the Manager and shall include the following duties:

1. Establish an annual calendar of activities and events for the Chicago Riverwalk. The calendar should include recurring annual programs, one-time events and seasonal events and installations. The calendar should have a variety of activities, events and programs scheduled throughout the year, in particular March through November.
2. Coordinate with City Departments on ideas for a variety of recreational, educational and cultural programs (5k races, ecological walks, sculpture installations)
3. Create an outreach plan to various providers of cultural and educational programming to develop events or temporary installations.
4. Curate temporary installations or other events that will draw people to the Riverwalk.
5. Create public events that showcase the many cultural nationalities represented in the diverse neighborhoods of the City of Chicago.

E. Marketing

As part of the Program Development Plan, the Manager shall describe its plan for marketing and promoting the Riverwalk.

A comprehensive Riverwalk marketing and promotional program will need to be established and administered on an annual basis. The program should be aimed at promoting the Chicago Riverwalk as a unique destination with a natural resource in an urban setting. The program should also promote the products and services of Retail Venues on the Riverwalk and the Public Event Plan.

The vertical separation between the level of the Chicago River and Upper Wacker has presented the challenge of lack of visibility. In the past, the physical disconnect to Upper Wacker has hidden the public space. While the design of the remaining sections of the Riverwalk will help break-down this disconnect, marketing and promotion of the Riverwalk is needed to inform the public of its existence. The separation from the noise and traffic of Upper Wacker Drive should be a feature of Riverwalk and encourage visitors to utilize the pedestrian path rather than face conflicts of the intersections.

Coordination with 2FM and other City Departments will be necessary to accomplish this goal, including but not limited to: the Department of Planning and Development; the Department of Business Affairs and Consumer Protection; the Department of Cultural Affairs and Special Events; and Choose Chicago or other entity charged with marketing for the City.

Developing and implementing a Programming and Marketing program is a critical task of the Manager and shall entail the following duties:

1. Establish a Marketing Plan, to promote the Chicago Riverwalk as a unique destination showcasing a natural amenity within an urban environment. Establish a social media presence and action plan promoting the Riverwalk as a destination and the Riverwalk event calendar as well as the retail program. Establish a website promoting the Riverwalk and its events, which should be ADA and Limited English Proficiency accessible.
2. Provided tracking of the Marketing Plan on a monthly, quarterly and annual basis. A measurable deliverable will be the development of an annual marketing plan. The Manager will make recommendations on how to execute annual strategies and goals.
3. The Manager will position the Riverwalk as a unique urban destination and pitch timely features to local/national and worldwide media outlets in coordination with the City's Marketing/Press functions. This will be a measurable deliverable on the performance of this contract.
4. The Manager will provide marketing research, which will include the design and execution of periodic surveys of employees and visitors to assess customer satisfaction with the concessions program and to identify potential areas of improvement.

Retail Program Development

The success of the Riverwalk will be determined by the variety of concessions offered to Riverwalk visitors. "Vendors" are the retailers and organizations responsible for providing the recreational, cultural, entertainment, restaurant and retail amenities. The Manager will coordinate with 2FM to create the Retail Plan including, but not limited to, the location of the various vendors along the Riverwalk; their interaction with each other to complement and support all vendors; and the Riverwalk in general. The Retail Development Plan must draw visitors to the Riverwalk, and optimize the visitors' experience and revenues for the City.

The City of Chicago seeks to create a multi-seasonal entertainment and recreation destination in these areas providing a variety of programming options in order to develop and activate the various proposed sites along the Riverwalk. Changes and adaptation of the plan may be necessary due to changes in the retail economy and/or marketplace. The Retail Program will develop and grow as the Riverwalk becomes a more popular destination and will require continual refinement and refreshing over the term of the agreement. New facilities may include, but aren't necessarily limited to, tour, charter or dinner cruise boats; facilities for human-powered boating; bike rentals; cafés and restaurants; retail – particularly of a cultural or environmental nature; educational facilities; or any type of family-friendly venue or program not listed. Other ideas that would enhance the use and enjoyment of the Chicago River are also encouraged provided they do not involve significant design modification or further encroachment into the Chicago River or any obstruction to Lower Wacker Drive. An emphasis on Chicago and Chicago-area businesses is encouraged. Refinements and updates to the retail plan, merchandising/concept plan, sales and revenue projections, pro forma and market data are expected over the term of the contract.

Development of a Retail Program is a critical task of the Riverwalk Development and includes the following tasks:

1. Create a Retail Program Development Plan that will achieve the project objectives to provide the locations of Retailers providing recreational, cultural, entertainment, restaurant and retail operations for the entire site.
2. Develop an outreach plan to potential Riverwalk vendors, including MBE, WBE, ACDBE and BEPD firms.
3. Establish a standard license agreement for use with potential retailers.
4. Create a licensing structure to optimize revenues for the Riverwalk and provide a licensing model that

shows and captures the best revenues for the City as well as allowing the vendor to succeed. Provide annual and monthly revenue projections and establish and prepare billings as needed, verify collection of license fees and compliance with all of terms and conditions of the license agreement.

5. Select vendors for the available Retail spaces that are consistent with the project objectives to provide a variety of recreational, cultural, entertainment, restaurant and retail operations for the entire site and enter into and hold agreements with each vendor.
6. In regards to the negotiations and relationship with retailers, the Manager will be responsible for:
 - i. assisting 2FM in determining the space available to the potential retailer;
 - ii. assisting in the day-to-day contact for discussions with potential retailers;
 - iii. performing background checks and all other due diligence on prospective primes and minority partners; and,
 - iv. providing the negotiations for the financial terms with the potential retailer in accordance with the baseline pro forma, the Manager shall negotiate the best possible overall agreement for the benefit of the City with the retailers taking into consideration potential gross revenues (rents/license fees), location, product quality, capital investment, operator experience, visitor draw, desirability of the menu / merchandising, and pricing.
7. The Developer/Manager shall present any selected deals, including business terms, to 2FM for final approval and prepare written reports for presentation by 2FM to City Officials. In considering proposed deals the City will place an emphasis on not only potential revenue generation but also consistency with the City's vision for the Riverwalk and its environs. Such written reports, unless otherwise instructed, shall include:
 - i. an attestation by the Manager recommending or not recommending the transaction;
 - ii. concept summaries including menus/merchandising/service lists and any available photos or renderings;
 - iii. site maps depicting locations of proposed spaces;
 - iv. financial and term sheets which shall include the economics of the deal, anticipated sales, gross revenues, revenues to the City, vendor investment summaries, amortization schedules, and other pertinent aspects of the deal including local and/or DBE, M/WBE, ACDBE, BEPD participation;
 - v. coordinating the preparation and modification of the license agreement with the City of Chicago Law Department or private sector law firms as directed by 2FM; and,
 - vi. exhibits to the license agreements.
8. The Manager shall work with 2FM and or its designated representative to incorporate licensing activities and results into planning and design activities.
9. The Manager shall coordinate the design and build out for retail spaces. The design and final product must be consistent with the vision of the Riverwalk. Further, the Manager will be responsible for the execution of the design standards for the Concessions that are consistent with the overall vision of the Riverwalk and insure that all necessary permits are obtained for any construction activity.
10. The Manager will assist 2FM to develop a plan to address common areas and tenant spaces.
11. The Manager will develop periodic financial analysis (Return on Investment (ROI), Internal Rate of Return (IRR)), Annual Sales and Revenue Projections and other analysis as needed for the Department.
12. The Manager shall conduct annual and seasonal analysis as required to support proposed space allocation, rental structure and sales and revenue projections.
13. The Manager shall develop, conduct and evaluate retail market surveys of visitors and employees.

This can be done as a combination of interviews, online surveys and other technological uses. Use of a third party consultant to provide this assessment is preferred.

IMPLEMENTATION OF RETAIL PROGRAM

The Manager shall assist 2FM in securing license agreements throughout the Riverwalk as designed in the Retail Development Plan as part Riverwalk Development. The Manager is expected to perform and furnish such management services, systems and materials as are appropriate or necessary to operate, supervise, manage, promote and maintain the Riverwalk as a first-class public space with successful retail and concessions. The Manager will be expected to perform routine and day-to-day management of all retail operations' described below. In addition, Developer/Manager's duties shall include the following tasks for all food, beverage, retail and services:

1. Execute the Retail Program Development Plan.
2. Develop and regularly update a merchandising and services assessment and plan indicating where various types of food, beverage, retail and service concessions exist and where the merchandise and services should be located within the site.
3. Aggressively monitor vendor compliance with the terms of the license agreement, including but not limited to exclusive use clauses, insurance, pricing, capital expenditures, and quality and type of merchandise/service, hours of operation, signage, cleanliness, and compliance with the Department of Streets and Sanitation, Department of Buildings and Department of Public Health requirements.
4. Generate monthly reports to 2FM, and such other financial and management reports, that are usually and customary generated in food, beverage, retail, tour boat, charter boat operations and service operations, and such other reports and analysis as may be requested by the Department and TIFIA office and/or FHWA required reports from time to time. This will need to be further enhanced with the development and or integration of current files and information utilizing a database and online data gathering system. The Manager will work with 2FM to complete and maintain this information. In addition, develop monthly and annual revenue (rents/license fee) projections by concessionaires and by food, beverage, retail and service type and by location.
5. Develop and maintain vendor files, including copies of licenses and correspondence, insurance certificates, copies of letters of credit, etc. Files maintained by the Manager will be copies, yet shall still be the property of 2FM and are to be turned over to the Department at the termination of the Contract. In addition, The Manager will provide the necessary assistance for the record keeping and maintenance for 2FM's original documentation and filing system.
6. Continually conduct an assessment of all retail locations throughout the length of the Riverwalk to insure the merchandise, restaurants and cafes, recreational offerings and amenities complement each other in order to optimize visitors' experience as well as revenues. If necessary make strategy recommendations for improvements.
7. Provide adequate on-site staff at Riverwalk that will work with vendors. By doing so, will act as liaison between the 2FM and vendors
8. Evaluate and review active retail space planning as established in the Retail Program Development Plan. As the Riverwalk grows in popularity and becomes a destination, the City may require an assessment and evaluation of the services and types of venues should be included in the future or removed from the program.

9. .
10. Create a plan to collect any delinquencies. Prepare monthly outstanding receivables aged on 30/60/90 day basis. Follow up on delinquent receivables and issue of default notices and rent relief (credits) requests. The Manager will provide annual billing analysis and make write-off of receivable amounts following termination according to agreed policy.

PROPERTY MANAGEMENT SERVICES

In addition to the oversight of the Concessions Program, Property Management and daily operations and maintenance are critical to the success of the Chicago Riverwalk and will be expected of the Developer/Manager.

A. Property Management services include the following:

1. Oversee and manage the facility as a first class public space, making sure the entire stretch of the Riverwalk is clean, free of debris and graffiti, and is welcoming to users.
2. Meet on a monthly basis with 2FM personnel to discuss the physical infrastructure of the Riverwalk.
3. In May of each year, provide capital construction assessment and budget proposals to 2FM for approval. Capital construction projects would be considered above and beyond typical maintenance and that are necessary to maintain the base infrastructure of the Riverwalk.
4. Establish and manage the central distribution area, if any, for loading and unloading of goods for vendors in the concession program.
5. Coordinate regularly scheduled project meetings as necessary for projects that are separate from standard monthly progress meetings.
6. Monitor the design and construction of new concession facilities for conformance with the Department requirements and consistency with the Concession Program Development Plan. This task includes implementing a tenant design review process, including meeting with tenants and their architects to review procedures, scheduling site surveys, developing design and construction schedules to avoid conflicts with other Riverwalk operations.
7. As necessary coordinate with waterway stakeholders. "Touch and Go" docking as well as charter boats are included in the development. Development of these activities and planning for their impacts on a busy waterway will be needed.
8. Coordinate with 2FM and other necessary City Departments on the advertising and sponsorship programs.
9. Cooperate with the CDOT on all movable bridge maintenance and operations.

Maintenance Responsibilities

1. On-Site Presence - the Riverwalk is expected to be a destination with a high volume of visitors. In order to maintain the site in the best condition, staff is expected to be there daily. The Manager is expected to keep the site welcoming to visitors at all times. Staff are to be highly visible and easily identifiable and willing to offer assistance to visitors in a friendly and professional manner.
2. Janitorial Services - the Manager will provide janitorial services at the facility, including all stairways that provide vertical access between Upper Wacker Drive and the Riverwalk. This includes litter pick-up, graffiti removal, emptying trash, sweeping, raking leaves

when necessary, deicing steps and walkway or using suitable alternatives.

3. Landscaping Services: the Manager will provide landscaping services. The scope of services requested is explained more fully below under Landscaping Scope of Services.
4. Snow Removal - the Manager will provide snow removal and de-icing no less frequently than when the accumulated snow fall is greater than 2 inches. Snow removal must occur on the pedestrian path, stairwells and ramps along the Riverwalk. Note: Potassium chloride-based snow removal/ice melting agents must not be used on any portion of the Riverwalk; only environmentally-safe melting agents may be used.
5. Power Washing – the Manager will provide power washing services on all concrete and stone surfaces including access stairwells and ramps within the project areas a minimum of once each month. Because of clearance restrictions from the movable bridges, portions of the pedestrian walkway may flood during high volume rain events; within four (4) hours of such an occasion, power washing of flooded areas will be required,. In addition power washing will be required at direction of the Commissioner.
6. Metal Maintenance – the Manager will provide metal maintenance for metal canopies under the bridges and stainless steel railings that may require polishing and graffiti removal on an as needed basis.
7. Scavenger Services – the Manager will provide weekly scavenger services including collection, transport and environmentally safe removal and disposal of waste from the Riverwalk, Access shall be via Lower Wacker Drive.
8. Incidental Services, Repair and Supplies -- Manager shall manage the following allowance for Incidental Services, Repairs and Supplies that are not a part of the base agreement.
 - a. The Manager shall prepare Incidental Service, Repair or Supplies requests for submittal to and approval by the Department for any tasks which are not included in the normal monthly services;
 - b. The Manager shall complete department approved Incidental Service, Repair or Supplies requests for such tasks which are not included in the normal monthly services;
9. Fountains and Water Features- There are three fountains in the Riverwalk footprint that will be operated. Daily and seasonal maintenance is required for the Wabash Plaza and Vietnam Veterans Memorial fountains. A third water feature is expected to be constructed in Phase 3 of the project and maintenance will be needed in 2016. The scope and services for fountain and water feature maintenance is explained more fully in under Fountain and Water Feature Scope of Services.
10. Lighting – All light fixtures need to be maintained in good working condition at all times.
11. Security - personnel will be required 24 hours a day, every day of the year

LANDSCAPING SCOPE OF SERVICES

GENERAL REQUIREMENTS

The objective is to utilize the best horticultural practices to promote the health and optimal appearance of all landscaped areas twelve months of the year. Maintenance & Service activities will include, but will not be limited to mowing, weeding, litter removal, flower & foliage care, clean-

up of landscape beds, pruning, straightening & staking trees, mulching, fertilizing, syringing plants and flushing landscaped beds, gypsum application, integrated pest management, inspections, landscape maintenance and repair and irrigation system operation. Miscellaneous work items such as the clean-out of rootball vent pipes, the installation of planter numbers, tree removal and replacement will be required as necessary. Occasional filling of tire ruts may also be required. Reporting of hardscape elements that need to be re-set. All plants, soil, and other materials required for maintenance activities will conform to the City of Chicago specifications. Important Note: Work specified under this document may or may not take place within the months specified. Weather conditions may delay certain aspects and may expedite others. The list below may be expanded up by the Commissioner during the term of the agreement.

JANUARY AND FEBRUARY ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as, any signs or advertisements, stickers or vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for damage. Trim and remove any damaged tree branches as needed.

MARCH ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers or vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage. Any required landscape maintenance work must be performed at the same time. Remove all winter coverings, including evergreen boughs. Check perennial plantings and reset those plants that have been heaved from the ground due to frost. If weather permits, Spring clean-up may begin.

APRIL ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers and vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage. Any required landscape maintenance work must be performed at the same time. Perform spring bed cleanup in all locations prior to any required division of perennials. Trim back all perennials not previously cut back. Complete this work prior to month's end. Monitor soil moisture conditions. Coordinate irrigation controller settings with the irrigation maintenance contractor as required. Water semi-irrigated as required. Begin monitoring for pest and disease problems. Identify any problems as well as the method and timing of the control proposed. 2FM will review pest populations and approve the vendor proposal. Monitor all planting beds for weedy conditions and take appropriate measures to maintain all plantings in a weed free condition. Trim herbaceous plants, shrubs, and vines (Following blooming period if appropriate) or as directed by the City. Plants shall be trimmed to avoid blocking walks. Plants shall be trimmed in accordance with professional trimming standards to maintain their intended shapes and sizes, and to insure the health of the specimen and the safety of the public. Trimming of all trees is required. Develop and establish a mowing plan for approval by the City. All beds and planters must be inspected a minimum of once a week by the Contractor's staff Horticulturist.

MAY ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers or vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage.

Complete transplanting and division of summer and fall blooming perennials as directed by the City. Continue monitoring soil moisture conditions. Coordinate irrigation controller settings with the irrigation maintenance contractor as required. Water semi- irrigated median landscapes as required. Braid or remove twenty-five percent (25%) of the green foliage from spring blooming bulbs as directed by the City. Remove spent flowers and dried foliage from spring blooming bulbs. Transplant spring blooming bulbs. Continue monitoring for pest and disease problems. Identifying any pest problems as well as the method and timing of the IPM control proposed (be on the look-out for aphids and four lined plant bug). 2FM will review pest populations and approve the vendor proposal. Monitor all planting beds for weedy conditions and take appropriate measures to maintain all plantings in a weed free condition. Report any hardscape elements damaged and in need of re-setting. Prune all shrubs and vines (Following blooming period if appropriate) or as directed by the City. Plants shall be trimmed to avoid blocking walks. Plants shall be trimmed in accordance with professional trimming standards to maintain their intended shapes and sizes, and to insure the health of the specimen and the safety of the public. All beds and planters must be inspected a minimum of once a week by the Contractor's staff Horticulturist.

JUNE, JULY AND AUGUST ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers or vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage. Complete transplanting and division of summer and fall blooming perennials as needed. Continue monitoring soil moisture conditions. Water semi-irrigated landscapes as required. Monitor newly installed plantings for watering requirements through the establishment period. Continue removing spent flowers and dried foliage from spring blooming bulbs and perennials. Begin any required dead-heading, dead-leaving, trimming, and pinching of perennials and annuals. Trim back select perennials to extend blooming periods. Monitor all planting beds for weedy conditions and take appropriate measures to maintain all plantings in a weed free condition. Monitor all landscaped areas for pest and disease problems. Identify any pest problems as well as the method and timing of the IPM control proposed. 2FM will review pest populations and approve the vendor proposal. Trim herbaceous plants, shrubs and vines (Following blooming period if appropriate) or as needed. Plants and trees shall be trimmed to avoid blocking walks and sight distance views especially around OEMC public safety cameras. Plants shall be trimmed in accordance with professional trimming standards to maintain their intended shapes and sizes, and to insure the health of the specimen and the safety of the public. All beds and planters must be inspected a minimum of once a week by the Contractor's staff Horticulturist and once every month by Contractor's staff Arborist.

SEPTEMBER ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage. Complete transplanting and division of summer and fall blooming perennials as needed. Continue monitoring soil moisture conditions. Water semi-irrigated median landscapes as required. Continue to monitor all plantings installed this season for supplemental watering requirements. Continue any required dead-heading, dead-leaving, pruning, and pinching of perennials and annuals. Monitor all planting beds for weedy conditions and take appropriate measures to maintain all areas in a weed free condition. Monitor mulch depths. Survey all planting areas specified and note any dead, damaged or missing plants and include this information in the Weekly Horticulture Report. Divide spring and summer blooming perennials. Trim shrubs and hedges for the last time this month. Identify any pest problems as well as the method and timing of the pest control plan proposed. 2FM will review pest populations and approve the vendor proposal. Trim herbaceous plants, shrubs and vines (following blooming period if appropriate). Plants shall be trimmed to avoid blocking walks. Plants shall be trimmed in accordance with professional trimming standards to maintain their intended shapes and sizes,

and to insure the health of the specimen and the safety of the public. All beds and planters must be inspected a minimum of once a week by the Contractor's staff Horticulturist.

OCTOBER ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers and vandalism. Any dead or broken branches must be removed immediately to assure public safety. Check all hardscape components for vehicle damage. Water semi-irrigated median landscapes as required. Begin fall clean-up of planting beds only as directed by the City. Perennials must not be cut back until the plants go dormant. Annuals may be removed at this time following the first frost and the approval. Monitor all planting beds for weedy conditions and take appropriate measures to maintain all areas in a weed free condition. Continue to monitor mulch depths and adjust as necessary. Identify any pest problems as well as the method and timing of the IPM control proposed. 2FM will review pest populations and approve the vendor proposal. Irrigation systems will continue to be shut down this month. Begin monitoring soil conditions accordingly this month. Trim herbaceous plants, shrubs and vines (following blooming period if appropriate). Plants shall be trimmed to avoid blocking walks. Plants shall be trimmed in accordance with professional trimming standards to maintain their intended shapes and sizes, and to insure the health of the specimen and the safety of the public. All beds and planters must be inspected a minimum of once a week by the Contractor's staff.

NOVEMBER ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This must include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as any signs or advertisements, stickers or vandalism. Any dead or broken branches must be removed immediately to assure public safety. Any required landscape maintenance work must be performed at the same time. Check all hardscape components for damage and report accordingly. Complete fall bed clean-up this month. Perennial foliage must not be cut back until plants go dormant.

DECEMBER ROUTINE MAINTENANCE BUNDLE

Check each location as directed to remove any litter found within both landscaped and hardscaped areas. This shall include the sweeping of all walkways as required. Check for and remove any debris caught in trees and shrubs, as well as, signs or advertisements, stickers or vandalism. Check all hardscape components for damage and report accordingly. Any dead or broken branches must be removed immediately to assure public safety. Important Note: Work specified in this document may or may not take place within the month specified; weather conditions may delay certain aspects of this contract and may expedite other required work.

FOUNTAIN AND WATER FEATURE SCOPE OF SERVICES

GENERAL REQUIREMENTS

The City of Chicago will work with the Manager to finalize the Fountain and Water Feature requirements for the Riverwalk.

The following maintenance schedule should include at a minimum the following tasks:

Season Start-Up Services:
Inspections and Maintenance:
Season Shut-Down Services:
Annual Maintenance Services:

Weather conditions may delay certain tasks and aspects describe below and may expedite others. Approval of season start-up and shut-down will be required by the Commissioner. Any substantial work that requires shut-down of the fountain needs to be approved by the Commissioner two weeks in advance for approval.

FOUNTAIN SEASON START UP SERVICES

- The Season Start Up services shall include, but is not limited to:
- Cleaning all skimmers with a wet vacuum.
- Removing all accumulated debris and thoroughly cleaning entire fountain and immediate surrounding area.
- Removing all expansion plugs.
- Reinstalling overflow pipe, filling fountain and bleeding air from the system.
- Plugging in equipment and test run, checking water flow and pressure.
- Removing overflow pipe and draining fountain to half (½) full point and re-filling to flush anti-freeze from the system.
- Removing metal/plywood covers.

FOUNTAIN WEEKLY INSPECTIONS AND MAINTENANCE

- The Weekly Inspections and Maintenance Services shall be performed include, but are not limited to the following:
- Completely draining, skim cleaning and inspecting each decorative fountain.
- Checking pump pressure level.
- Removing any debris and litter, including, but not limited to, leaves.
- Cleaning fountain bowl and tiles with a mild, non-sudsing cleaner and a non-abrasive scrubbing pad.
- Scrubbing fountain interior concrete base with nylon scrub brush.
- Power wash entire fountain, inside and out, as needed, so that there is no algae anywhere on the fountain.
- Removing all debris from skimmer intake(s) with wet vacuum.
- Removing, rinsing and drying coins.
- Inspecting and cleaning filter equipment.
- Checking and cleaning, as necessary, strainers, nozzles and sequence valves clogged by debris and monitoring mechanical systems for peak efficiency and safety. Testing chemical and pH levels to ensure clean and safe water quality. Water pH is to be maintained at a level of 6.8 to 7.5, adjusting chemical feed and pH level, if required. Sodium Dichlore is to be added, as required, to maintain two (2) parts per million, free chlorine residual with a pH level of 6.7 to 7.5.
- If there is a high level of algae, then one of the following remedial measures are to be taken: Shock treat the water with Sodium Dichlore. This means adding Sodium Dichlore at a rate to achieve a free chlorine residual of ten (1) parts per million; Use a Copper Sulfate Algaecide; or Use a combination of both methods.

- Testing operation of float mechanism for activation of fill solenoid and pump safety shut-off.
- Checking temperature, voltage and amperage of pump motor while running.
- Checking and adjusting light and pump timers.
- Lubricate motor, where necessary.
- Conduct valve tests.
- Change light bulbs.
- Checking pit for drainage and test sump pump.
- Refilling fountain and checking for normal operation.
- Each of these tasks should be performed on an as needed basis each time the fountain is inspected with a minimum of three times per week.

FOUNTAIN SEASON SHUT DOWN SERVICES

- The Contractor will begin the Season Shut Services no earlier than November 15
- Cleaning each fountain per the procedures noted for the weekly cleaning, thoroughly rinsing all areas with fresh water.
- Completely draining, skim cleaning and inspecting each decorative fountain.
- Checking pump pressure level.
- Removing any debris and litter, including, but not limited to, leaves.
- Cleaning fountain bowl and tiles with a mild, non-sudsing cleaner and a non-abrasive scrubbing pad.
- Scrubbing fountain interior concrete base with nylon scrub brush.
- Power wash entire fountain, inside and out, as needed, so that there is no algae anywhere on the fountain.
- Removing all debris from skimmer intake(s) with wet vacuum.
- Inspecting and cleaning filter equipment.
- Checking and cleaning, as necessary, strainers and monitoring mechanical systems for peak efficiency and safety.
- Draining each fountain, pumping suction and discharging lines and filling with non-toxic anti-freeze.
- Removing cover from floor suction pipe, plugging pipe and re-installing cover. Do not plug main vertical bowl output line.
- Removing drain overflow pipe and storing in pump pit and installing mesh screen over opening to allow pool to drain excessive water during the winter months.
- Disconnecting all electrical plugs from electrical outlets in pump pit and shutting off circuit breakers. Mechanical components may be stored indoors, by the Contractor, as determined by the Commissioner.
- Covering the main base and exposed area with a plywood or metal cover(s). The Contractor shall provide the cover(s). The Contractor is responsible for working with the Department of Water to turn off the main water supply to the vault.
- All fountains and the immediate surrounding areas are to be cleaned up before the Contractor leaves the site.

ANNUAL FOUNTAIN MAINTENANCE SERVICES:

- Additional work on the fountain may be required on an annual basis, but should not be scheduled during the fountain season is possible, includes, but is not limited to:
- caulking
- sandblasting and painting
- replacement of perimeter tiles
- replacement of grout
- repairs of cracks
- decalcification

ATTACHMENT L: INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Department of Fleet and Facility Management
Request for Proposal to Operate the Chicago Riverwalk

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

A. INSURANCE TO BE PROVIDED

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 Agreement and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease. Coverage must include United States Long shore and Harbor Workers, Jones Act, when applicable.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$25,000,000 per occurrence for bodily injury, personal injury and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, separation of insureds, defense and contractual liability (not to include Endorsement CG 21 39 or equivalent). 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 or services.

Subcontractor performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with Services to be performed, Contractor must provide or caused to be provided, Automobile Liability Insurance with limits of not less than \$2,000,000 per occurrence for bodily injury and property damage. Coverage extension must include a) an MC-90 endorsement where required by the Motor Carrier Act of 1980 and b) pollution coverage for loading, unloading and transportation of infectious waste, chemical waste and hazardous waste and special waste. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

Subcontractor performing work for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

4) Professional Liability

When any architects, engineers, real estate/property site managers, program managers or any other professional consultants perform work or Services in connection with this Agreement, Professional Liability Insurance covering acts, errors or omissions must be maintained with limits of not less than \$2,000,000. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede start of Services on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of 2 years.

Subcontractor performing professional services for Contractor must maintain limits of not less than \$1,000,000 with the same terms herein.

5) Valuable Papers

When any plans, designs, drawings, media, data, records, reports and other documents are produced or used under this Agreement, Valuable Papers Insurance must be maintained in an amount to insure against any loss whatsoever, and must have limits sufficient to pay for the re-creation and reconstruction of such records.

6) Marine Protection & Indemnity (when applicable)

When Contractor undertakes any marine operation in connection with this Agreement, Contractor must provide or cause to be provided, Marine Protection & Indemnity coverage with limits of not less than \$1,000,000. Coverage must include 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.

7) Crime

The Contractor must provide or caused to be provided, Blanket Crime coverage covering all persons handling funds under this Agreement, against loss by dishonesty, robbery, burglary, theft, destruction, or disappearance, computer fraud, credit card forgery, and other related crime risks. The policy limit must be written to cover losses in the amount of maximum monies collected, received and in the possession of the Contractor at any given time.

8) Contractors Pollution Liability

When any remediation work is performed which may cause a pollution exposure, Contractors Pollution Liability must be provided or cause to be provided, covering bodily injury, property damage and other losses caused by pollution conditions that arise from the Contract scope of services with limits of not less than \$1,000,000 per occurrence. Coverage must include completed operations, contractual liability, defense, excavation, environmental cleanup, remediation and disposal. When policies are renewed or replaced, the policy retroactive date must coincide with or precede, start of work related to the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis.

9) Builders Risk

When any construction work is undertaken on the property including improvements, betterments, and/or repairs, the Contractor must provide or caused to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility or project. The City of Chicago is to be named as an additional insured and loss payee.

10) Property

The Contractor is responsible for all loss or damage to City property at full replacement cost that results from this Agreement.

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

B. ADDITIONAL REQUIREMENTS

Contractor must furnish the City of Chicago, Department of Procurement Services, City Hall, Room 806, 121 North LaSalle Street, Chicago IL. 60602, original Certificates of Insurance, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Contractor must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached as Exhibit-) or equivalent 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 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. Contractor must advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Contractor 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.

The Contractor must provide for 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.

Contractor hereby waives and agrees to require their insurers to 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 Agreement or by law.

Any insurance or self-insurance programs maintained by the City of Chicago do not contribute with insurance provided by Contractor under this Agreement.

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.

If Contractor is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

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 Agreement.

If Contractor or Subcontractor desire additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provisions in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

ATTACHMENT M: REFERENCES

PROJECT REFERENCE FORM

Respondent must provide comprehensive information for at least three (3) projects of similar type, scope and magnitude as required pursuant to this RFP. If any of these projects can be reviewed on-line, please provide the URL for such project. Respondent must provide detail about each project referenced, including a brief description of the project, the date on which the project was performed and completed, the location of the project, the nature and extent of Respondent's involvement in the project, the total dollar value of the project, the Key Personnel involved and their roles in the project, and three (3) client references for the project(s). The Respondent must be able to demonstrate completion of the projects identified. Experience will not be considered unless complete reference data is provided (name, position, phone number and e-mail address).

REFERENCES:

Project Description:

Date of Performance: _____

Date of Completion: _____

Project Location: _____

Respondent's Involvement in Project:

Dollar Value of Project and Your Firm's Contract Value: _____

Key Personnel Involved and Role in Project: _____

Client References (provide three):

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

Name: _____ Title: _____

Address: _____

Telephone: _____ E-Mail: _____

ATTACHMENT N: PROJECT SALES AND EXPENSES WORKSHEET

Category	Year 1		Year 2		Year 3		Year 4		Year 5		...	Year 35	
	Amount \$	% of Gross Receipts	Amount \$	% of Gross Receipts	Amount \$	% of Gross Receipts	Amount \$	% of Gross Receipts	Amount \$	% of Gross Receipts		Amount \$	% of Gross Receipts
Projected Sales													
Retail Concession Sales ¹	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%
Cost Recovery Income		%		%		%		%		%			%
Other Sales		%		%		%		%		%			%
Total Gross Receipts	\$		\$		\$		\$		\$			\$	
Operating Expenses													
Security Expense	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%
Janitorial Expense		%		%		%		%		%			%
Labor Expense		%		%		%		%		%			%
Metal Maintenance		%		%		%		%		%			%
Snow Removal/ Salt		%		%		%		%		%			%
Landscaping		%		%		%		%		%			%
Fountain Expense		%		%		%		%		%			%
Utilities		%		%		%		%		%			%
Garbage & Scavenger		%		%		%		%		%			%
Graffiti Removal		%		%		%		%		%			%
Cultural Programming		%		%		%		%		%			%
Elevator Maintenance		%		%		%		%		%			%
Other Miscellaneous Expense		%		%		%		%		%			%
Total Operating Expenses	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%
Cash Flow From Operations	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%
Management Fee	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%
Incentive Management Fee		%		%		%		%		%			%
Total Excess Funds	\$	%	\$	%	\$	%	\$	%	\$	%		\$	%

¹ Please break down concession sale revenue by concession space and source

ATTACHMENT O: AFFIDAVIT

The undersigned Respondent hereby submits to the City of Chicago (“City”) Department of Fleet and Facility Management (“Department”) the Proposal enclosed, to develop and operate the Chicago Riverwalk and its concessions (“Riverwalk”) based upon all terms and conditions set forth in the City’s Request for Proposals to Develop And Operate The Chicago Riverwalk dated August 6, 2014 (“RFP”), as it may have been amended in one or more addenda thereto. Respondent further specifically agrees hereby to provide goods and services in the manner set forth in the Proposal.

1. Respondent intends that the City rely on the Respondent’s submitted information and the representation that Respondent has the capability to successfully undertake and complete the responsibilities and obligations described in the Proposal and the Development and Operation Agreement, (“Agreement”) to be executed by the City and Respondent, if Respondent is awarded this concession, and Respondent understands the City will so rely.
2. Respondent acknowledges that the City has the right to make any further inquiry it deems appropriate to substantiate or supplement information supplied by the Respondent.
3. Respondent acknowledges that Respondent has read and fully understands all the provisions and conditions set forth in the RFP and considers the project feasible.
4. Respondent acknowledges that the City is obligated to adhere to certain operational and reporting requirements with respect to the Riverwalk as recipient of funds pursuant to a TIFIA loan and adherence to those requirements will become an obligation of the Respondent if Respondent is awarded this concession.
5. Respondent has the capability to successfully undertake and complete the responsibilities and obligations contained in the Proposal.
6. Respondent acknowledges that this Proposal may be withdrawn by requesting such withdrawal in writing at any time prior to the date and time responses to this RFP are due to be submitted to the City, as set forth in the RFP documents.
7. The City reserves the right to reject any and all proposals, to withdraw the RFP, to reissue the RFP, to enter into negotiations with any and all respondents, and to accept that proposal which in its judgment will provide the best concept for utilization of the Riverwalk.
8. Respondent agrees that this Proposal constitutes an offer valid for a period of 275 days following the Due Date set forth in the RFP and any addenda thereto.
9. Respondent solely will bear all costs incurred by Respondent in connection with the preparation and submission of this Proposal and with Respondent’s costs associated with any

negotiations with the City. Under no circumstances shall the City be responsible for any costs associated with Respondent's submittal or negotiations of any agreement with the City.

10. Respondent acknowledges that the City will not recognize brokers with regard to the concession licenses or leases offered by the RFP and will not be responsible for any fees, expenses or commissions purported to arise from the execution of any license or lease related to this RFP. Respondent agrees to hold harmless the City from any claims, demands, actions or judgments in connection with any broker fees, expenses or commissions.

11. Respondent acknowledges that the City may conduct various investigations of the Respondent's business experience, financial responsibility, and character. Respondent agrees to permit and cooperate with any such investigations.

Respondent warrants that: 1) Respondent, and any entities under its control or entities that control it, have had no part in the preparation of the documents that comprise this RFP; 2) Respondent has not in any manner directly or indirectly, conspired with any person or party to compete unfairly or compromise the competitive nature of the RFP process; 3) the contents of this Proposal as to rent, terms or conditions have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business, prior to the official opening of this Proposal; and 4) Respondent has not engaged in any activities in restraint of trade in connection with this RFP.

Name of Respondent (Legal Name): _____

Signature of Authorized Person: _____

Title: _____

Business Address of Respondent: _____

Business Phone Number: _____

Date: _____

County of _____

State of _____

Signed and sworn before me this ____ day of _____, 20__.

Notary Signature: _____

My Commission Expires: _____

Affix Seal

ATTACHMENT P: BUSINESS INFORMATION STATEMENT

Instruction: Provide the following information for the entity or individual completing this Statement (the "Reporting Entity"). If more than one entity must complete this Statement, include an organization chart indicating the relationship between the entities.

A. Basic Information:

1. Name of Reporting Entity completing this form:

2. Relationship of Reporting Entity to Respondent:

B. Reporting Entity Information

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Contact Person's Name/Title:

5. Is Reporting Entity an MBE, WBE, DBE, ACDBE, BEPD and/or owned by a Chicago Resident? (If applicable, attach copy of certification letter and/or identify Chicago resident owner.)

☐ Yes

☐ No

6. Form of Reporting Entity

☐ Corporation ☐ {skip to Section C}

☐ Partnership ☐ {skip to Section D}

☐ Joint Venture ☐ {skip to Section E}

☐ Limited Liability Company ☐ {skip to Section F}

☐ Limited Liability Partnership ☐ {skip to Section G}

☐ Individual ☐ {finished with form}

C. If Reporting Entity is a corporation, please answer the following:

1. When incorporated?

2. Is the corporation incorporated in the State of Illinois?

☐ Yes ☐ {skip to Question C6}

☐ No

3. Is the corporation registered to do business in Illinois?

☐ Yes ☐ When: _____

☐ No

4. Name, address and phone number of registered Illinois agent:

5. Attach Certificate of Authority to transact business in Illinois.

6. The corporation is:

☐ Public

☐ Private

7. Provide the name, title, and address of each director, officer, and principal shareholder owning 7.5% or more of the corporation's issued stock (use additional pages as necessary).

<i>Director's Name</i>	<i>Address</i>	<i>Principal Business Affiliation (Other than Respondent's Directorship)</i>

<i>Officer's Name</i>	<i>Address</i>	<i>Position</i>

<i>Principal Shareholder</i>	<i>Address</i>	<i>Percent Owned</i>

Additional Instruction: if any principal shareholder is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

D. If Reporting Entity is a partnership, please answer the following:

1. Date of organization?

2. Type of partnership?

☐ General partnership

☐ Limited partnership

3. Has the partnership done business in Illinois?

☐ Yes ☐ When? Where?

☐ No

4. Attach a copy of the partnership agreement. If the partnership agreement does not set forth the duties and obligations of each partner with respect to the business of the partnership, provide a statement indicating such.

5. Provide the name, address, and partnership share of each partner (use additional pages as necessary).

<i>Partner's Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any partner is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

E. If Reporting Entity is a joint venture, please answer the following:

1. Date of organization?

2. Has the joint venture done business in Illinois?

☐ Yes ☐ When? Where?

☐ No

3. Attach a copy of the joint venture agreement. If a joint venture agreement does not exist, or if the joint venture agreement does not set forth the duties and obligations of each partner with respect to the business of the joint venture, provide a sworn statement signed by all joint venturers setting forth the duties and obligations of each joint venturer with respect to the business of this joint venture. Percentages of ownership and distribution of profits in the venture shall be provided. A description of arrangements in the event of dissolution and termination of the venture shall be supplied.

4. Provide the name, address, and ownership share of each joint venturer (use additional pages as necessary).

<i>Joint Venturer's Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any joint venturer is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

F. If Reporting Entity is a Limited Liability Company (“LLC”), please answer the following:

1. Date of organization?

2. Are LLC Articles of Organization recorded?

☐ Yes ☐ Date _____

☐ No

3. Has the LLC done business in Illinois?

☐ Yes ☐ When? Where?

☐ No

4. Provide a copy of the LLC Articles of Organization.

5. Provide a copy of the LLC Management or Operating Agreement

6. Provide the name, address, and ownership share of each LLC member having a membership interest of 7.5% or more (use additional pages as necessary).

<i>Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any LLC member listed above is not an individual, that business entity must also submit a Business Information Statement.

Finished with Form

G. If Reporting Entity is a Limited Liability Partnership (“LLP”), please answer the following:

1. Date of organization?

2. Are the LLP Articles of Organization recorded?

☐ Yes ☐ Date

☐ No

3. Has the LLP done business in Illinois?

☐ Yes ☐ When? Where?

☐ No

4. Provide a copy of the LLP Articles of Organization.

5. Provide a copy of the LLP Management or Operating Agreement

6. Provide the name, address, and ownership share of each LLP member having a membership interest of 7.5% or more (use additional pages as necessary).

<i>Name</i>	<i>Address</i>	<i>Percentage Share</i>

Additional Instruction: if any LLP member listed above is not an individual, that business entity must also submit a Business Information Statement.

Finished with form.