

**REQUEST FOR QUALIFICATIONS (RFQ)**

**FOR**

**LEAD TUNNEL DESIGN AND ENGINEERING SERVICES – TERMINAL AREA PLAN –  
FOR THE O'HARE 21 PROGRAM AT O'HARE INTERNATIONAL AIRPORT**

**Specification No. 880169**

Required for use by:

**CITY OF CHICAGO  
(Chicago Department of Aviation)**



**CITY OF CHICAGO  
(Department of Procurement Services)**

All Responses and other communications must be addressed and returned to:

Shannon E. Andrews, Chief Procurement Officer  
Attention: Christopher DeGard, Senior Procurement Specialist  
City Hall, Department of Procurement Services, Bid & Bond Room 103  
121 N. LaSalle Street  
Chicago, Illinois 60602

**ALL RESPONSES MUST BE RECEIVED BY 4:00 P.M., CENTRAL TIME,  
ON MARCH 8, 2019.**

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**RAHM EMANUEL  
MAYOR**

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**SHANNON E. ANDREWS  
CHIEF PROCUREMENT OFFICER**

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## **SUBMITTAL CHECKLIST**

*This checklist is provided for ease of review of the Respondent's submittal content; however, it is the responsibility of the Respondent to ensure that all the required material requested in this RFQ is addressed and included in the Respondent's submittal.*

### **Volume I - Required Content**

- ☐ Cover Letter
- ☐ Executive Summary and Associated Information
  - ☐ Respondent's Legal Entity Contracting Information
  - ☐ Joint Venture Agreement including Schedule B and Disclosures as appropriate
  - ☐ LLC operating Agreement including Schedule B and Disclosures as appropriate
  - ☐ Licensing information
- ☐ Company Profile
- ☐ Project Understanding and Approach (plus team organizational chart)
- ☐ Professional Qualifications and Specialized Experience (plus Project Reference Forms)
- ☐ Expertise and Experience of Key Staff/Resumes (plus individual role, responsibility organizational chart)
- ☐ MBE/WBE Participation Narrative

### **Volume II - Required Content**

- ☐ Conflict of Interests
- ☐ Respondent's Corporate History
- ☐ Legal Actions Form
- ☐ Required Information Financial Statements
- ☐ Economic Disclosure Statement and Affidavit
- ☐ MBE/WBE Documentation – SUMMARY
  - ☐ Schedule B and JV Agreement, if appropriate
- ☐ Evidence of Insurability

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## I. GENERAL INFORMATION

The City of Chicago ("City"), acting through its Chicago Department of Aviation ("Department or CDA"), invites the submission of Qualifications ("Statement of Qualifications" or "SOQs") for Lead Tunnel Design and Engineering Services – Terminal Area Plan ("TAP")– for the O’Hare 21 Program. The intent of this Request for Qualifications ("RFQ") is to identify qualified Respondents having demonstrated experience, expertise and resources to provide the following services (the "Services"): includes required items to support the construction of the new concourse(s), modifying some existing concourses and connectors, and demolishing existing Terminal 2 and replacing it with a new international facility. This includes enabling works directly in support of and associated with the primary scope of work. The Services include concept validation final planning, programming, and design of the new TAP Tunnels and Taxilanes/Taxiways including design, coordination of airside, landside and roadway improvements and utilities to serve the facilities. The nature of the work desired is described in greater detail in the scope of services attached hereto as **Exhibit 1, Scope of Services**.

"Respondent(s)" means the entities that submit Statement of Qualifications ("Submittals") in response to this RFQ. The Respondent(s) awarded an Agreement pursuant to this RFQ, if any, sometimes referred to herein as "**Contractors**". "**Agreement**" refers to a Contract awarded to a Contractor.

### A. Scope of Service

The Services requested in this RFQ are described more fully in **Exhibit 1, Scope of Services**, of this RFQ.

### B. Term of Services

The City intends to select one (1) qualified Respondent and award one (1) Agreement pursuant to this RFQ solicitation for a base contract period from the Notice to Proceed (NTP) proceed to a period of one (1) year after final completion of the facility for which design services were contracted.

### C. Communications; Pre-Submittal Conference; and Document Availability

#### 1. Communications between the City and Respondents

Respondents must communicate only with the Department of Procurement Services ("DPS") regarding this RFQ. All questions or requests for clarification must be submitted to the following e-mail address: [CDAbidquestions@cityofchicago.org](mailto:CDAbidquestions@cityofchicago.org). The subject line of the email must clearly indicate that the contents are "Questions and Requests for Clarification" about the RFQ, and must refer to "Request for Qualifications (RFQ) for Lead Tunnel Design and Engineering Services – Terminal Area Plan – for the O’Hare 21 Program, Specification No. 880169." The specification number must appear in the subject line of the e-mail. No telephone calls will be accepted.

All questions and requests for clarifications must be submitted no later than 4:00 p.m., Central Time, on **February 7, 2019** or no response will be provided except at the sole discretion of the Chief of Procurement Officer. A Respondent that deviates from any of these requirements is subject to immediate disqualification from this RFQ process.

2. Pre-Submittal Conference/Site Visit

The City will hold a pre-submittal conference at the Aviation’s Administration Building located at 10510 W. Zemke Road, Chicago, Illinois 60666 on **January 31, 2019** at 10:00 a.m., Central Time. Attendance is not mandatory however it is strongly encouraged. The City will address questions regarding the RFQ at the pre-submittal conference, and may respond both to questions or requests for clarification submitted on the day of the conference, and to questions submitted prior to the conference date. However, Respondent may only rely on written addenda and/or clarifications. The City of Chicago accepts no responsibility for timely delivery of materials, and Respondents are solely responsible for acquiring necessary information, addenda and/or materials.

3. RFQ Document Availability, Information Resources

Respondents should obtain this RFQ from the Bid & Bond Room 103 located at City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

Respondents may request the Bid & Bond Room personnel to mail them a copy of the RFQ by faxing the Bid & Bond Room a completed Federal Express Airbill or make arrangements with Bid & Bond Room personnel to have a package ready for pickup by another courier service. The Bid & Bond Room telephone number is (312) 744-9773. The City accepts no responsibility for the timely delivery of materials.

Alternatively, Respondents may download the RFQ from URL address: [www.cityofchicago.org/bids](http://www.cityofchicago.org/bids). All Respondents who choose to download the RFQ are responsible for checking this website for clarifications and/or addenda.

If Respondent chooses to download the RFQ document, the Respondent must contact the Bid & Bond Room by faxing a legible copy of Respondent’s business card, referencing **Specification No. 880169** to fax number (312) 744-5611 or by calling the Bid & Bond Room at (312) 744-9773 to register Respondent’s company as an RFQ document holder, which will better enable Respondent to receive any future clarifications and/or addenda related to this RFQ. Respondents are responsible for obtaining all RFQ materials.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions set forth in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Statement of Qualifications. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFQ.

**D. Deadline and Procedures for Submitting Statement of Qualifications (“SOQ”)**

1. Statement of Qualifications must be received by the Bid & Bond Room no later than 4:00 p.m., Central Time, on **March 8, 2019**.

2. The City may not accept submittals that are not received by the date and time set forth in Section I.D.1 above. Only the City’s Chief Procurement Officer, at her sole discretion, will determine whether to accept a submittal received after the due date and time.

Failure by a messenger delivery service or printing service to meet the required deadline will not excuse the Respondent from the deadline requirement of this RFQ. Hand- carried Statement of Qualifications must be received in the depository located in the Bid & Bond Room 103 at City Hall.

The actual time of the receipt of all Statement of Qualifications to this RFQ will be determined solely by the clock located in the Bid & Bond Room. It is the Respondent's sole responsibility to ensure that the Statement of Qualifications is received as required.

3. The Respondent submittals must be delivered to the following address:

Shannon E. Andrews, Chief Procurement Officer  
City Hall - Department of Procurement Services  
121 N. LaSalle Street,  
Bid & Bond Room 103  
Chicago, Illinois 60602  
Attention: Christopher DeGard, Senior Procurement Specialist

4. Respondents must submit one (1) original paper copy and seventeen (17) electronic copies in one searchable pdf format, all on a USB drive. Each USB drive should contain both Volumes of the SOQ. The original SOQ must be clearly marked as “ORIGINAL” and on all documents, requiring a signature must bear the original signature of Respondent's authorized signatory. Respondents must submit their SOQs in enclosed sealed envelopes, packages, or boxes, and addressed to the City of Chicago, Department of Procurement Services, Bid & Bond Room 103, City Hall, 121 N. LaSalle Street, Chicago, IL 60602. Statement of Qualifications packages in boxes must be dropped off in the Bid & Bond Room for date/time stamp during regular hours, 8:30 a.m. to 4:30 p.m. Central Time, Monday through Friday (except legal Holidays) prior to the date and time advertised. The Bid & Bond Room can be reached at (312) 744-3002 between the hours of 8:30 a.m. to 4:30 p.m., Central Time, Monday through Friday (excluding holidays). Please refer to section IV (Transparency and Trade Secrets), for the submittal of a USB drive marked “Confidential”.

5. The outside of each sealed envelope or box must be labeled as follows:

Statement of Qualifications Enclosed  
RFQ for Lead Tunnel Design and Engineering Services – Terminal Area Plan –  
for the O’Hare 21 Program  
Specification No. 880169  
Due: 4:00 p.m., Central Time, **March 8, 2019**  
Submitted by: \_\_\_\_\_  
(Name of Respondent)  
Package \_\_\_\_\_ of \_\_\_\_\_

The City's opening of Respondent's sealed envelope(s) or package(s) containing a SOQ shall neither be deemed nor constitute acceptance by the City of Respondent's SOQ. 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 RFQ to which Respondent has responded, determining if a SOQ was submitted by the date and time specified in this RFQ, and in order to determine a Respondent's return address.

All submittals shall become the property of the City of Chicago.

**E. Procurement Timetable**

The timetable for the selection process is summarized below. Note that these target dates are subject to change by the City.

Advertisement of Request for Qualifications.....	<b><u>January 18, 2019</u></b>
Pre-Submittal Conference.....	<b><u>January 31, 2019</u></b>
Question Cut-Off Date.....	<b><u>February 7, 2019</u></b>
Statement of Qualifications Due .....	<b><u>March 8, 2019</u></b>

**F. Conflicts of Interests**

For the purposes of this Section F only, the term "Respondent" shall mean the entities that submit Proposals in response to this RFQ. For the purposes of this section, the following definitions apply:

- “CARE Plus” or Chicago Airports Resources Enterprise Plus” means a joint venture, which serves as the Department’s Owner Representative and Construction Manager for Capital Improvement Program projects.
- “Master Civil Engineer” means BPC Airport Partners, a limited liability company, which serves as the OMP’s Master Civil Engineer.
- “CCA” means Connect Chicago Alliance, a joint venture, which serves as the TAPs Program Management Office (PMO).

Respondents will be subject to the following conflicts of interest rules:

1. The O’Hare 21 Program is very complex, which has changed how potential and real conflicts are presented and reviewed. The most important rule is that **no Engineering or Architectural firm in either a prime of sub-consultant role will have oversight or review of any design work or a construction management role for any project which they have worked on.** Generally, professional services firms providing design services for a facility cannot also be part of constructing the same facility.
2. CARE Plus, the Master Civil Engineer, and the PMO (“Covered Entity #1”) are not eligible for consideration for award of the Agreement and may not participate on the Agreement as a subcontractor (“Ineligible Parties”).

3. If Respondent is a subcontractor of one or more of the Ineligible Parties (Covered Entity #2) or the subcontractor is identified in the Conflicts Matrix, Attachment A.1, as having a “Definite Conflict of Interest” and intends to resolve a conflict by withdrawal from a conflicted contract, the subconsultant must provide documentation showing actual withdrawal from the conflicted contract, not merely an offer to withdraw contingent on the team moving forward. Please note also that some conflicts cannot be mitigated through withdrawal from a conflicting contract.
4. If Respondent proposes to use as one of its subcontractors any Covered Entity #2 as described above, Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement:
  - a. The Covered Entity #2 shall have no management role whatsoever in the Respondent; and
  - b. The Covered Entity #2 shall have no beneficial interest whatsoever in the Respondent; and
  - c. Respondent’s SOQ shall propose to use Covered Entities #2 on no more than forty- nine percent (49%) of all Services under an Agreement; and
  - d. Respondent must provide an accurate and complete description of the conflict of interest and the measures the Respondent proposes to mitigate the effects of the conflict of interest.
5. Affiliated Relationship
  - a. If Respondent is an entity that has an Affiliated Relationship (as defined below) (Covered Entity #3), Respondent will be ineligible for consideration for award of an Agreement as a Consultant but may provide Services as a subcontractor in accordance with Section 4 above.

For purposes of this section, an "Affiliated Relationship" exists if the Respondent and any of the Ineligible Parties or any joint venture partner of the Ineligible Parties or any subcontractor of the Ineligible Parties have any common ownership, whether directly or indirectly (including, without limitation, if they are subsidiaries of the same parent company);however, if any institutional investor owns less than 10% of both the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2, such ownership will not render the relationship between the Respondent and the Ineligible Party, joint venture partner of the Ineligible Party, and/or Covered Entity #2 an Affiliated Relationship.
  - b. If Respondent proposes to use any Covered Entity #3 as a subcontractor, the Respondent must comply with the requirements set forth below to be eligible for consideration for award of an Agreement.
    - i. The Covered Entity #3 shall have no management role whatsoever in the Respondent; and
    - ii. The Covered Entity #3 shall have no beneficial interest whatsoever in the Respondent; and
    - iii. Respondent's SOQ shall propose to use Covered Entities #3 on no more than forty-nine percent (49%) of all Services under an Agreement; and
    - iv. Respondent must provide an accurate and complete description of the conflict or apparent conflict and the measures that the Respondent



proposes to mitigate the effects of the conflict.

- c. The CPO will make the determination of eligibility in his/her sole judgment based upon the requirements set forth above. The CPO’s determination adverse to the Respondent shall be final unless the Respondent’s SOQ contains a letter from the Covered Entity #3 agreeing to withdraw from Respondent’s team in the event of such an adverse determination.

6. Covered Entity #1 Joint Venture Members

- a. The current joint venture partnerships working at CDA for Program Management and Construction Management are conflicted from pursuing the Engineering work as a joint venture. However, they are permitted to pursue the work as individual entities and may or may not have a conflict depending upon their other pursuits. For example, the Master Civil Engineer Joint Venture (BPC Airport Partners) is precluded from pursuing any contracts as the same joint venture entity. Any member of that joint venture may pursue the work as an individual firm, but they may or may not have a conflict depending on the nature of the contract and work scope. Similarly, the Care Plus Joint Venture may not pursue any of the contracts as the same joint venture, but may be able to pursue other projects as individual firms.
- b. Due to CCA’s role as the TAP PMO, CCA and its members are conflicted from pursuing the Engineering work, since they will have oversight of the TAP Program.

7. Additional Ineligible Parties

If a Respondent, subcontractor to Respondent or Respondent which has an entity with an Affiliated Relationship is awarded an Agreement under this RFQ for Lead Design Services, they will then become an Ineligible Party for consideration of award of any Agreements for any current or future Program Management Services or Construction Manager Services (including Construction Manager At-Risk Services), which would fall under the management role of the Program Manager or the Construction Manager. Additional ineligible parties also include firms involved in the planning process which formulated the TAP development program including:

- a. Ricondo and Associates
- b. Landrum & Brown
- c. Entities that represented the Airlines during negotiations for the Use & Lease Agreement
- d. Any of the selected CMR teams and their subcontractors for the TAP (award pending)

8. Conflict of Interest Evaluations

- a. The Evaluation Committee (“EC”) will consider any information regarding Respondent, including information contained in a Respondent’s Proposal, that may indicate any conflicts (or potential conflicts) of interest which might compromise Respondent’s ability to successfully perform the proposed Services or undermine the integrity of the competitive- procurement process. If any Respondent has provided any services for the City in

researching, consulting, advising, drafting or reviewing this RFQ or any other services related to this RFQ, such Respondent may be disqualified from further consideration.

- b. If a particular subconsultant is determined to have a conflict during the selection process or during the course of the project, teams may be asked to identify another certified subconsultant. Joint venture partners who are identified as having a conflict during the selection process, will disqualify their team – unless they are able to resolve the other project causing the conflict.
  - c. Notwithstanding the above descriptions, Respondents are urged to be open and flexible in developing their teams. Given the fluid nature and magnitude of this program, conflicts may arise throughout the program that were not considered previously.
  - d. The City reserves the right to evaluate potential conflicts of interests, if any, not set forth above that could present a conflict in the performance of the Services. With respect to the evaluation of potential conflicts of interest, the City also reserves the right to render a final decision on the eligibility of a particular Respondent to be considered for an award of an Agreement, all in a manner consistent with the best interests of the City.
9. Mitigation Plans should be submitted with Respondent’s SOQ. Firms that fail to submit a mitigation plan may be disqualified from further consideration.

10. Conflicts Matrix

Attachment A.1 is a Conflicts Matrix that covers all current and proposed Professional Services contracts at this time. For those projects which have been advertised and not awarded, joint ventures (Primes) and subconsultants should review the matrix. For projects that will be advertised in the future, the matrix will apply. The matrix is consistent with the current understanding of scopes of work. A RED Box   indicates that there is a direct conflict in the program and the respective Primes and in some cases subconsultants are precluded from being in certain roles on certain contracts. Any YELLOW Box   indicates that there is a potential or real conflict of interest. It will be up to the specific Prime Firm to provide specific information with the RFQ submittal that will show the plan to mitigate the conflict. If a sub-consultant is providing a named key person(s) in a specific role in a YELLOW Box  , that sub-consultant will need to provide a specific mitigation plan with the RFQ submittal indicating how the key person(s) role(s) will not conflict with the contract package marked in YELLOW Box  .

Attachment A.1 - Conflicts Matrix

		Contracts Awarded												Contracts Pending Award												Contracts To Be Advertised			
		OMP DMJM Aviation Partners JV Entity	OMP DMJM Aviation Partners & Subs	BPC Individual Partners & Subs	OMP - WSP JV Partners & Subs	CARE+ JV Individual Partners & Subs	Existing A/E Task Order Services - FEDERAL- Prime or Sub (Spec. No. 980500)	Existing A/E Task Order Services - NON-FEDERAL- Prime or Subs (Spec. No. 98030)	Central Deicing Facility & Taxiway A/B - Lead Designer or Subs (Spec. No. 192597)	CDA Planning Contracts Subs	CCA Subconsultants	Quality Assurance Mat. Testing	Airline Subconsultants-Planners	CMAR JV (Spec. No. 376113)	CMAR Subs (Spec. No. 376113)	Master Architect or Master Architect JV (Spec. No. 428915)	Master Architect Subs (Spec. No. 428915)	A/E Task Order Services -FEDERAL- Prime or Subs (Spec. No. 180660)	A/E Task Order Services -NON-FEDERAL- Prime or Subs (Spec. No. 180580)	Target Market Engineering Task Order Services - NON-FFEDERAL - Prime or Subs (Spec. No. 286644)	Lead Tunnel Designer & Engineer JV (Spec. No. 880169)	Lead Tunnel Designer & Engineer - Subs (Spec. No. 880169)	South Airfield Detention Consolidation JV (Spec 924070)	South Airfield Detention Consolidation - Subs (Spec 924070)	NON-FEDERAL - Target Market CM	NON-FEDERAL - CM Prime or Joint Venture	NON-FEDERAL - CM Subconsultants		
Contracts Pending Award	CMAR JV (Spec. No. 376113)																												
	CMAR Subs (Spec. No. 376113)																												
	Master Architect JV (Spec. No. 428915)																												
	Master Architect Subs (Spec. No. 428915)																												
	A/E Task Order Services -FEDERAL- Spec. No. 180660 Prime or Subs																												
	A/E Task Order Services -NON-FEDERAL- Spec. No. 180580 Prime or Subs																												
	Engineering Task Order Services - NON-FEDERAL - Spec. No. 286644																												
	Lead Tunnel Designer & Engineer JV (Spec. No. 880169)																												
	Lead Tunnel Designer & Engineer - Subs (Spec. No. 880169)																												
	South Airfield Detention Consolidation JV (Spec 924070)																												
	South Airfield Detention Consolidation - Subs (Spec 924070)																												
Contracts To Be Advertised	NON-FEDERAL - Target Market CM																												
	NON-FEDERAL - CM Prime or Joint Venture																												
	NON-FEDERAL - CM Subconsultants																												

- Notes:
- 1

"Prime" refers to single Prime or any Joint Venture Partner.
- 2

"JV Entity" refers to the Joint Venture and not the JV Partners as individual firms.
- 3

"Subs" refers to subconsultants or subcontractors to the Prime.
- 4

In no case shall any designer (Prime or Sub) be involved with any CM or CMAR assignments on a project where they have performed design or design review activities.

Definite Conflict of Interest; firm will not be allowed to participate not allowed to participate unless they remove themselves from conflicted contract.

Potential Conflict of Interest; firm must submit a mitigation plan, or remove themselves from conflicted contract.

No apparent Conflict of Interest, but combinations of positions could cause a conflict.

Existing Contract (Contract Awarded)

Future Contract (Contract Pending Award)

Future Contract (Contract To Be Advertised)

**G. Title VI Solicitation Notice**

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

**II. REQUIRED INFORMATION**

**Each SOQ must contain all of the following documents and must conform to the following requirements:**

**A. Format**

Hard copies of the SOQ responding to this RFQ should be prepared using a font no smaller than 12 point on 8 ½" X 11" letter size paper (preferably recycled), printed double-sided and bound on the long side. (Note: a font no smaller than 8 can be used for organizational charts, graphics and tables only.) The City encourages using reusable, recycled, recyclable and chlorine-free printed materials for Statement of Qualifications, reports, and all other documents prepared in connection with this RFQ. Expensive papers and bindings are discouraged as no materials will be returned. One page equals one side of content (e.g. printing on both sides of an 8-1/2" x 11" piece of paper equals two pages).

Statement of Qualification must be submitted in two separately-bound volumes. The first volume must contain the Respondent’s Statement of Qualifications and must be labeled *“Volume I, Statement of Qualifications”*; the second volume must contain representations and certifications as described herein and must be labeled *“Volume II, Representations and Certifications”*.

**Each separate volume and individual sections should be clearly identified and/or separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page must be identified by volume number and page number.**

The electronic version of the SOQ must, to the extent practicable, mimic the structure required for the hard copies.

**B. Volume I – Statement of Qualifications – Required Content**

Respondents are advised to adhere to the submittal requirements of this RFQ. Failure to comply with the instructions of this RFQ, including but not limited to the page limitations set forth below, may be cause for rejection of the non-compliant submittal. Submission of a SOQ constitutes the Respondent's acceptance of all requirements outlined in the RFQ. By submitting a response to this RFQ, Respondent acknowledges that if its SOQ is accepted by the City, it’s SOQ and related submittals may become part of the Agreement.

The SOQ must include the following information:

1. Cover Letter – limit of three (3) pages

Respondent must submit a cover letter, signed by an authorized Respondent representative, committing Respondent to providing the Services in accordance with its SOQ and the terms and conditions of any Agreement, which may be awarded pursuant to this RFQ.

2. Executive Summary – limit of three (3) pages

Respondent must provide an executive summary, which addresses the following information:

- a. Outline the number of years Respondent has been in business and identify Respondent's legal name, its headquarters address, its principal place of business, its legal form (i.e., corporation, joint venture, partnership, etc.), the names of its principals or partners, and whether Respondent is authorized to do business in the State of Illinois. If Respondent is a business entity comprised of more than one (1) legal entity, Respondent must identify all legal entities so comprising Respondent; it must identify each entity's respective ownership percentage of Respondent; and Respondent must summarize the role, degree of involvement and experience of each such separate entity;
- b. Indicate the name, mailing address, email address, and telephone number(s) of the principal contact for oral presentation or negotiations;
- c. Explain its understanding of the City’s intent and objectives and its approach to achieving those objectives;
- d. Provide a brief summary of the qualifications, experience and background of the team and its committed Key Personnel (as herein defined);
- e. Summarize Respondent's commitment to comply with the MBE/WBE requirements as stated in the Special Conditions Regarding Disadvantaged Business Enterprise Commitment and Schedules, attached to this RFQ as **Exhibit 5, Sample Professional Services Contract**; and
- f. Respondent must identify any exceptions or objections it has to the City’s Sample Professional Services Contract ("**Contract**"), a copy of which is attached hereto **Exhibit 5** of this RFQ. Exceptions may be provided in a separate document at the end of the RFQ response. This information will not count toward the page limit requirements. Note that the City may from time to time revise this Contract. The City will not accept or entertain any exceptions or objections to the Contract at any time after receiving the submittal except and only to the extent the City subsequently makes a material change to a substantive provision of the Agreement.

3. Company Profile – limit of one (1) page (plus any attachments required by the provisions below)

Respondents must briefly describe their legal structure and the way in which their business is organized.

If Respondent is a joint venture, attach a copy of the joint venture agreement signed by an authorized officer of each joint venture partner must be attached. Each joint venture partner must execute:

- a. Schedule B as shown in **Exhibit 3** if Respondent's joint venture team includes

certified MBE/WBE firm(s), as applicable; and

- b. A Separate Online Economic Disclosure Statement and Affidavits (“EDS”) for each joint venture partner. Instructions for filing online EDS are included in this RFQ.

If Respondent is a limited liability company, a copy of the operating agreement signed by an authorized member or manager of the limited liability company must be attached. Each member of the limited liability company must execute a separate Online EDS. EDS Filing for Subconsultants is not required but they must be listed under “Retained Parties” section of the Respondents EDS.

Note that the EDS Certificate of Filing forms should be placed in Volume II of the SOQ.

4. Project Understanding and Approach – limit of twenty (20) pages plus a Team Organizational Chart

Respondent must describe its interest, understanding and approach to providing Services for the Project. Respondent must include an explanation of its approach to management for Design and Engineering Services projects which utilize Construction Manager at Risk (CMR) delivery. Respondent will be required to collaborate and coordinate with Multiple CMR firms as well as other professional service firms including but not limited to design teams for other airfield and Capital Improvement Projects (CIP), TAP Architect(s), baggage handling systems, and airport stakeholders. Also to be included are: a plan for implementing and monitoring the Services; organizational chart showing the relationship between all team-member firms; the roles and responsibilities of team-member firms; strategies, tools and safeguards for ensuring timely performance, discuss specific plans, strategies and actions to ensure quality performance of all required Services; equipment, software and hardware considerations; training and on-going support; and any additional factors for the City’s consideration.

Any subcontractors who will be performing Services on this Project, including their designation as MBE/WBE, should be listed along with discussion of their roles and responsibilities.

Describe the Respondent’s approach to Quality Management (Quality Assurance Plan and Quality Control Procedures or QA/QC), specifically to this Project.

The Respondent must address the following items in regards to QA/QC:

- a. Provide details on corporate management’s QA/QC process.
- b. Provide the name of the Respondent’s QA/QC Manager and their qualifications.
- c. Describe how fees are allocated to QA/QC as it relates to the overall budget.

The City & CDA has defined an aspiration that the initiatives equivalent to LEED Gold be considered during design and construction of the terminals and concourses. The Lead engineer will identify opportunities to support these efforts, as well as including the consideration of all cost effective sustainable measures, defined as cost effective in consideration of total cost of ownership.

In addition, the TAP Program will be designed consistent with the goals and objectives of the CDA Sustainable Airport Manual (SAM). The attached link is

provided to download a copy of the SAM:

<https://www.flychicago.com/community/environment/sam/Pages/default.aspx>

The organizational chart should illustrate the makeup of the team by firm and their respective role. The organizational chart may be printed on 11”x17” paper as long as the 11”x17” paper is not loose (must be bound to the rest of the volume) and is folded to fit within the confines of the volume (8-1/2” x 11”).

5. Professional Qualifications, Capabilities, Resources, and Specialized Experience – limit of three (5) pages plus ten (10) pages for Project Reference Forms

Respondents must describe their qualifications and specialized experience necessary to provide the Services. This description should include similar experience at other airports or in managing similar programs of similar magnitude and complexity. At a minimum the Respondent must have experience as the Engineer of Record on three (3) successfully completed airport projects in the last fifteen (15) years similar in scope of this RFQ. Projects must have been completed at a commercial service airport; one (1) of these projects must be on an Automated People Mover Tunnel (APM) and below grade public circulation corridor, and one (1) of these projects must have an airfield pavement component. Project example may contain both type of facilities (APM and Public Circulation corridor) but need not to contain both, however experience in each is required. The description should also include a list of the key personnel that worked on each of the referenced projects and their role in the project. Regarding prior similar experiences, highlight key issues faced and innovative solutions used.

Respondent must also provide the information on the Project Reference Form (copy attached). One Project Reference Form is required for each referenced project. Project Reference Form may be modified for presentation purposes, but must include all requested information; there is no page limit for individual projects; however, the maximum total for all projects is ten pages and no more than one project may be included on any Project Reference Form. In addition to Project Reference forms please provide a comprehensive list of all airfield projects containing apron, gate and taxiway/taxilane work in excess of \$20 million as well as airport APM/tunnel projects completed in the past 15 years with contact information for the client representative.

6. Professional Qualifications, Specialized Experience and Local Availability of Key Personnel Committed to this Project - limit of five (5) pages plus a Staff Organization chart plus Resumes

- a. In five (5) pages or less, Respondent must describe the professional qualifications and experience of the Key Personnel who will be dedicated to providing the Services on the Project. Respondent must provide an organization chart identifying, at a minimum, the Key Personnel as identified in Section II.B.6.b who will participate in the major components of the Project. The removal of Key Personnel from the project without the consent of the owner will be considered a Material Breach of Contract.
- b. Respondent must indicate each proposed person’s areas of expertise, and which person will have prime responsibility for various tasks or aspects of the Project. All Key Personnel must have significant and relevant experience in

the area for which they are proposed to provide Services. Respondent must indicate the local availability and time that each Key Personnel would be dedicated to this Project. Key Personnel are defined as the following:

- i. Principle in Charge
  - ii. Project Manager
  - iii. Design Manager
  - iv. Lead Airfield Engineer
  - v. Lead Tunnel Subject Matter Expert
  - vi. Lead Utilities Engineer
  - vii. Low Voltage Distribution and Communications Lead
  - viii. QA/QC Manager
- c. Respondent must submit resumes or corporate personnel profiles of all staff (maximum two pages per individual which will not be included in the page count) which demonstrate relevant past experience for each proposed staff member and Key Personnel. Profiles should contain the individual’s title on the project and narrative of the specific role the individual fulfilled on the project along with a reference with contact information.
  - d. Organizational chart should identify the individuals proposed, the reporting structure of the team and indicate the key personnel.
  - e. Copies of the appropriate licenses and/or certifications must be included for key personnel. This information does not count against the page restrictions for this section.
7. MBE/WBE Participation Plan and Commitment – limit of five (5) pages  
Respondent should describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The contract-specific MBE participation goal is **30%** of the total contract value, and the contract-specific WBE participation goal is **8%** of the total contract value. Consistent with the City’s practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. Proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members. Respondents are not required to complete the Schedule D-1 and C-1 documents for this RFQ submission.

**C. Volume II – Representations and Certifications – Required Content**

1. Conflict of Interests  
If applicable, Respondent must provide a statement and information regarding conflicts of interest required pursuant to Section I.F.
2. Respondent's Corporate History  
Respondent must provide a chronological history of all mergers and/or acquisitions (if any) involving the Respondent and each legal entity comprising Respondent, including all present and former subsidiaries or divisions and any material restructuring activities, if applicable. Include any such forthcoming actions, if such disclosure has already been made generally available to the public and is permitted by law. Please provide an organization diagram indicating the ownership structure of the Respondent.



3. Legal Actions

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

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

4. Business License/Authority to do Business in Illinois

Respondent must provide copies of appropriate licenses or certifications required of any individual or entity performing Services described in this RFQ in the City of Chicago, County of Cook and State of Illinois for itself, its partners and its subcontractors, including evidence that the Respondent is authorized by the Secretary of State to do business in the State of Illinois. If Respondent is not currently “doing business” in Illinois at the time of submission, it is not required to show corporate good standing in Illinois with the proposal (or qualifications); Respondent should so indicate, and provide evidence of good standing for its state of organization, and primary state of operation, if different. Corporate good standing in Illinois will be required for award of any contract.

5. Financial Statements

Respondent must provide a copy of its **audited** financial statements for the last 3 years. Respondents that are comprised of more than one entity must include financial statements for each entity. The City will accept one complete set of financial statements on a USB drive instead of multiple hardcopies if the content is voluminous for the period requested, but will not accept a web link. Respondents are required to provide required financial statements in sufficient detail for the City to assess its financial condition as part of their submission. The City reserves the right to accept or reject any financial documentation other than the financial statements requested by this section.

6. Economic Disclosure Statement and Affidavit ("Disclosure Affidavit")

Respondent, or each separate legal entity comprising Respondent, if applicable, must submit an on-line completed and executed Disclosure Affidavit (see Section VIII of this RFQ). If the Respondent is a business entity other than a corporation,

then each member or partner of the Respondent must complete an on-line Disclosure Affidavit. In addition, any entity that has an interest in the Respondent or in one or more of its members or partners and is required pursuant to the Municipal Purchasing Act for Cities of 500,000 or More Population (65 ILCS 5/8-10-8.5) ("**Municipal Purchasing Act**") or Chapter 2-154 of the Municipal Code of Chicago to provide a disclosure must submit a completed and executed Disclosure Affidavit (EDS) as an "entity holding an interest in an Applicant" as described in the Disclosure Affidavit. All affidavits must be notarized.

Subcontractors do not have to submit a Disclosure Affidavit at the time of submitting a Statement of Qualifications but may be required to do so by the City at a later date.

7. MBE/WBE Documentation

Respondent should describe its plan for MBE/WBE participation and commitment to achieving meaningful technical and financial goals. The contract-specific MBE participation goal is 30% of the total contract value, and the contract-specific WBE participation goal is 8% of the total contract value. Consistent with the City’s practice of encouraging and facilitating the participation of MBEs and WBEs in prime contractor roles on City projects, the City urges Respondents to partner with MBE and/or WBE firms at the prime contractor level. Proposed MBE and/or WBE participation on a Respondent's team must include well-defined management roles and responsibilities for the MBE and/or WBE team members. Respondents are not required to complete the Schedule D-1 and C-1 documents for this RFQ submission.

8. Insurance

Respondents are **NOT** required to submit evidence of insurance with the Statement of Qualifications but must submit evidence of insurability with their SOQ’s indicating that if awarded an Agreement the Respondent will provide evidence of insurance in the amounts specified in **Exhibit 4** to the Agreement. Prior to award of an Agreement, the Respondent selected to perform the Services must submit evidence of insurance in the amounts specified and in the form provided in **Exhibit 4** to the Agreement. If Respondent is a joint venture or limited liability company the evidence of insurability and evidence of insurance, if awarded an Agreement, must be in the name of the joint venture or limited-liability company.

### III. EVALUATION OF SUBMITTALS

#### A. Evaluation Committee and Short-listing Process

An Evaluation Committee ("EC"), which may include representatives of the Chicago Department of Aviation, DPS, and other City departments, will review and evaluate the SOQs. The City reserves the right to enlist independent consultants to assist with the evaluation of all or any portion of the submittals, as it deems necessary. The EC will first assess the Respondent’s compliance with and adherence to all Volume I and Volume II of the submittal requirements. Any incomplete submittal with missing key components necessary to fully evaluate the response may, at the discretion of the CPO, be rejected from further consideration due to "non-responsiveness" and rated Non-Responsive.

The EC will then evaluate the extent to which a Response meets the requirements set forth in the RFQ, including but not limited to a detailed analysis of Volumes I and II of

the Response. The focus of the evaluations will be on the Respondent’s approach and methodology, qualifications, experience, proposed implementation plan, and other factors based on the evaluation criteria outlined in this section. Particular emphasis will be placed on experience in working on projects with a Construction Manager at Risk delivery methodology as well as delivery projects in multiple phases. The EC may also review any other information that is available to it, including but not limited to information gained by checking references and by investigating the Respondent’s financial condition.

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

After the EC completes its review of Statement of Qualifications, it may submit to the Commissioner of the Chicago Department of Aviation (the "**Commissioner**"): (1) a recommended short list of Respondents for further consideration; (2) a recommendation to select one or more Respondent(s) or (3) a recommendation to reject any or all Statement of Qualifications.

If the EC submits a short list of Respondents for further review, then, in the sole discretion of the Commissioner, those short-listed Respondents may be required to provide additional information, be subject to a site visit and/or, be invited to appear before the EC for an oral interview, to clarify in more detail information submitted in a Statement of Qualifications and/or to ask Respondent to respond to additional questions. The format of the oral interviews may require short-listed Respondents to respond to technical questions presented in advance of or at the time of the interview.

If the City elects to conduct oral interviews, the short-listed Respondents must be available to participate in these interviews including, at a minimum, the proposed Key Personnel. The proposed Key Personnel must be prepared to address the subjects and requirements for these Services.

The EC will then make a final evaluation and will submit a recommendation to the Commissioner. If the Commissioner concurs with the selection recommendation from the EC, the Commissioner will forward such concurrence and recommendation to the CPO for authorization to enter into contract negotiations with the selected Respondent(s).

The City will require the selected Respondent(s) to participate in contract negotiations, including but not limited to negotiations regarding compensation. The City's requirement that the selected Respondent negotiate is not a commitment by the City to award an Agreement, nor is such requirement an opportunity for Respondent to take exception or objection to any part of the Agreement, which it did not take exception or objection to as allowed in this RFQ. If the City determines that it is unable to reach an acceptable Agreement with a selected Respondent, including failure to agree on a fair and reasonable compensation for the Services or any other terms or conditions, the City may initiate negotiations with one or more Respondents and may terminate negotiations with such selected Respondent, and may commence negotiations with any of the other Respondent(s) until such time as the City has

negotiated an Agreement or multiple Agreements meeting its needs.

**B. Evaluation Criteria**

The City will review the Respondent's Statement of Qualifications using the following criteria (in no particular order of importance or evaluation weight):

1. Ability to provide and capacity to perform the Services described in **Exhibit 1**, Scope of Services, and Section II.B., above;
2. Technical and professional competence as evidenced by:
  - a. Respondent's professional qualifications, capabilities, resources, and specialized experience on projects of similar scope, complexity, and magnitude;
  - b. Respondent's professional qualifications, specialized experience and availability of Key Personnel;
  - c. Information received as a result of conducting Reference Checks
3. Respondent’s project understanding, approach, implementation plan, management techniques, required expertise and resources designed to facilitate effective decision-making, cooperation with stakeholders, and approach to Quality Management; Preference will be given to firms with significant experience and knowledge of all components of the Services required per **Exhibit 1**, Scope of Services of this RFQ;
4. Respondents who commit to mentoring two or more Protégé Firms and who incorporate such firms into the team’s structure in a meaningful role will receive favorable consideration;  
  
“Mentoring” refers to a relationship similar to that contemplated by the City’s Mentor/Protégé Program pursuant to MCC 2-92-535 and requiring City approval of the written mentor/protégé agreement, except that for purposes of this section III.B.4 only, “Protégé Firm” means the following: a business entity (i) that is located within the counties of Cook, DuPage, Kane, Lake, McHenry or Will in the State of Illinois (hereinafter referred to as the “Six-County Region”) which has its principal office (where the business entity directs, controls and coordinates its activities) and the majority of its regular, full-time work force located within the Six-County Region; and (ii) whose gross receipts, averaged over the three previous fiscal years, do not exceed \$38,921,861.84.
5. Completeness and comprehensiveness of Respondent’s Response to this RFQ, compliance with the submittal requirements, and all applicable local, City, State and Federal laws, ordinances and statutes, and requirements including required disclosures and certifications;
6. Legal actions that might affect Respondent’s ability to perform as contracted;
7. Financial capacity to deliver the required Services;
8. Absence of any relationship that could constitute a conflict-of-interest or otherwise impede the ability of the Respondent to protect the interests of the City;
9. Respondent’s commitment or showing a good faith effort to meet the MBE/WBE goals identified in **Exhibit 3**;
10. Respondent’s demonstrated ability to meet the compliance with Insurance

Requirements identified in **Exhibit 4**;

11. Respondent’s willingness to take no material exception(s) to **Exhibit 5**, Sample Professional Services Contract, attached to this RFQ.
12. Outcome of oral interviews including technical analysis and presentation (if requested by the City).

**IV. TRANSPARENCY WEBSITE; TRADE SECRETS**

Consistent with the City’s practice of making available all information submitted in response to a public procurement, all Statements of Qualifications (SOQ’s), 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 a SOQ which contain trade secrets or other proprietary data (“Data”) which Respondent desires remain confidential.

To designate portions of a SOQ as confidential, Respondent must:

- A. Mark the cover page as follows: “This SOQ includes trade secrets or other proprietary data.”
- B. Mark each sheet or Data to be restricted with the following legend:
- C. "Confidential: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this SOQ."
- D. Provide a USB Drive with a redacted copy of the entire SOQ or submission in .pdf format for posting on the City's website. Respondent is responsible for properly and adequately redacting any Data which Respondent desires remain confidential. If entire pages or sections are removed, they must be represented by a page indicating that the page or section has been redacted. Failure to provide a USB Drive with a redacted copy may result in the posting of an un-redacted copy.
- E. Provide a written explanation of the basis under which each redacted item has been deemed confidential, making reference to the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).
- F. **All SOQs submitted to the City in response to this RFQ are subject to the Illinois Freedom of Information Act.** The City will make the final determination as to whether the information 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 this information.
- G. Consistent with the City's practice of making available all information submitted in response to a public procurement all Statement of Qualifications, any information and documentation contained therein, any additional information or documentation submitted to the City as part of this RFQ, and any information or documentation presented to City as part of the negotiation of an Agreement will be made publicly available through a website hosted by the City. Data will only remain confidential if Respondent has marked the documents containing such data in the manner required by this Section IV.

Indiscriminate labeling of material as "Confidential" may be grounds for deeming a SOQ as

non-responsive. All SOQ’s submitted to the City are subject to the Illinois 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 Illinois Freedom of Information Act, valid subpoena, or other legal requirement. Respondent agrees not to pursue any cause of action against the City with regard to disclosure of information.

**V. ADDITIONAL DETAILS OF THE RFQ PROCESS**

**A. Addenda**

If it becomes necessary to revise or expand upon any part of this RFQ, an addendum will be sent to all of the prospective Respondents listed on the "Specification Take-Out-Sheet" prior to the due date. Prospective Respondents are automatically included on the Specification Take-Out Sheet when they sign for a copy of the RFQ package in the Bid and Bond Room, request that the Bid and Bond Room personnel mail them a copy, or download the RFQ document per the instructions and requirements in Section I.C.3 above. Each addendum is incorporated as part of the RFQ documents, and receipt must be acknowledged by the prospective Respondents in the Cover Letter of their submittals or as otherwise directed herein.

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

- A change of the Response due date;
- Clarifications to Respondents questions; and
- Terms and conditions the City anticipates will be included in the final signed contract.

**B. City's Rights to Reject Submittals (SOQ)**

The City is under no obligation to award an Agreement pursuant to this RFQ and, acting through the CPO, reserves the right to reject any and all Statement of Qualifications. The City reserves the right to use any other procurement method available under applicable law to obtain the Services described herein.

**C. No Liability for Costs**

The City is not responsible for any costs or damages incurred by Respondents, its team member(s), subcontractors or other interested parties in connection with the RFQ process, including but not limited to costs associated with preparing the Statement of Qualifications, and/or participation in any conferences, oral presentations or negotiations.

**D. Debriefing**

If any Respondent requests a debriefing in writing, it may be granted at the discretion of the CPO only after the award of the Contract. **No EC member will individually debrief a Respondent at any time.**

## VI. LEGAL ACTIONS

Please provide the information below. If the answer to any of the questions is “Yes”, provide a brief description or explanation on a separate sheet.

Question	Yes	No
1. Has the firm or venture been issued a notice of default on any contract awarded in the last three years?		
2. Does the firm or venture have any judgments, claims (liquidated damages, or other), arbitration proceedings or suits pending or outstanding against the firm or venture or its officers?  If yes, include the dollar amount of claims or judgments and the contract value of the contract on which the claim was filed. Attach explanation on separate page(s).		
3. Within the past three years, has the firm or venture been a party to any lawsuits or arbitration proceedings with regard to any contracts?		
4. Within the last three years, has any officer or principal of the firm or venture ever been an officer or principal of another organization that failed to complete any contract as a result of termination, litigation, arbitration or similar matter?		
5. Has any key person with the firm or venture or its predecessor ever been convicted of or charged with any state or federal crime (excluding traffic violations), including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receipt of stolen property, criminal anti-trust violations, bid rigging or bid-rotating?		
6. Has the firm or venture ever been temporarily or permanently debarred from a contract awarded by any federal, state, or local agency?		
7. Within the last three years, has the firm or venture been assessed penalties for any statutory or administrative violations, including MBE, WBE, DBE and/or EEO?		
8. Has the firm or venture ever failed to complete any work awarded to it? (This is only applicable for projects where a Respondent has failed to fulfill its scope due to errors, omissions, performance or negligence.)		

**VII. ECONOMIC DISCLOSURE STATEMENT (“EDS”) AND AFFIDAVIT AND APPENDIX A – EDS ONLINE INSTRUCTIONS**

**INSTRUCTIONS FOR COMPLETING ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT (EDS) ON-LINE**

The Respondent shall complete an online EDS prior to the Response due date. At the discretion of the CDA, a Respondent who does not file an electronic EDS prior to the Response due date, may be found non-responsive and its Response rejected.

*If you are unable to complete the online EDS and print a Certificate of Filing prior to the Response due date, the City will accept a paper EDS provided written justification is provided explaining the Respondent’s good faith efforts to complete it before the Response due date and the reasons why it could not be completed.*

**A. Online EDS Filing Required Prior To Bid Opening**

The Respondent must complete an online EDS prior to the bid opening date.

A Respondent that does not file an electronic EDS prior to the Response due date will be found non-responsive and its Response will be rejected unless a paper EDS and written justification is submitted with the Response as explained in the above paragraph).

**B. Online EDS Web Link**

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

**C. Online EDS Number**

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

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

**D. Online EDS Certification of Filing**

Upon completion of the online submission process, the Respondent will be able to print a hard copy Certificate of Filing. The Respondent should submit the signed Certificate of Filing with its bid. Please insert your Certification of Filing following this page.

1. Invitation number, if you were provided an invitation number.
2. EDS document from previous years, if available.
3. Email address to correspond with the Online EDS system.
4. Company Information:
a. Legal Name
b. FEIN/SSN



c.	City of Chicago Vendor Number, if available.
d.	Address and phone number information that you would like to appear on your EDS documents.
e.	EDS Captain. Check for an EDS Captain in your company - this maybe the person that usually submits EDS for your company, or the first person that registers for your company.

A Respondent that does not include a signed Certificate of Filing with its bid must provide it upon the request of the Chief Procurement Officer.

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

**E. Preparation Checklist for Registration**

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

**F. Preparation Checklist for EDS Submission**

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

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

1. Invitation number, if you were provided with an invitation number.
2. Site address that is specific to this EDS.
3. Contact that is responsible for this EDS.
4. EDS document from previous years, if available.
5. Ownership structure, and if applicable, owners’ company information:
  - a. % of ownership
  - b. Legal Name
  - c. FEIN/SSN
  - d. City of Chicago Vendor Number, if available.
  - e. Address
6. List of directors, officers, titleholders, etc. (if applicable).
7. For partnerships/LLC/LLP/Joint ventures, etc.:
  - a. List of controlling parties (if applicable).

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

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

**G. EDS Frequently Asked Questions**

**Q: Where do I file?**

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

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

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

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

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

**Q: Who is the Applicant?**

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

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

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

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

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

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

A: “Person” means a human being.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

identifiable information, so your privacy is maintained.

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

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

## VIII. 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 RFQ with requirements detailed in Section II.B.5. If any of these projects can be reviewed on-line, please provide the URL for such project to supplement the information required below. 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:

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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: \_\_\_\_\_

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Client References (provide three):

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

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

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Name:	_____	Title:	_____
Address:	_____		
Telephone:	_____	E-Mail:	_____
Name:	_____	Title:	_____
Address:	_____		
Telephone:	_____	E-Mail:	_____



## **Exhibit 1**

### **Scope of Services**

The following narrative is broken down into the Goals and Objectives sections to provide the respondent with a greater understanding of what CDA desires to achieve through the TAP development program.

- Section 1 outlines CDA’s vision and objectives for the TAP program.
- Section 2 is a description of the overall programmatic scope of work for the TAP.
- Section 3 contains the Basic Scope of Services that the respondent is expected to provide should they be selected

#### **SECTION 1 – PROGRAM OVERVIEW**

##### **1.01 INTRODUCTION**

- A. The Chicago Department of Aviation (CDA) has identified a significant need for the development of additional terminal facilities at O’Hare International Airport (ORD) to handle aircraft, passengers, and cargo departing to and arriving from, domestic and international destinations on scheduled and chartered flights.
- B. To support the airlines’ growth plans in Chicago and to replace outdated facilities, CDA will complete a major Capital Improvement Program (CIP), known as the CDA Terminal Area Plan (TAP) and hereinafter referred as the “TAP”, that will include constructing new concourse(s), modifying some existing concourses and connectors, and demolishing existing Terminal 2 and replacing it with a new international facility. This Scope of Services includes the validation of final planning, programming, and design of the new TAP Airside, Landside ATS Terminal 2 Station improvements, tunnel structure, and utilities to serve the terminals and concourses. The CDA envisions awarding one (1) contract (agreement) for this procurement.
- C. Capitalized terms used, but not otherwise defined, in this Exhibit shall have the same meaning as the terms defined in the body of the Agreement unless indicated otherwise.

##### **1.02 CDA VISION**

- A. The TAP design will adhere to the following overarching themes:
  1. Reflect Chicago’s world renowned architectural heritage;
  2. Create a sense of place reflective of Chicago and its geographic and cultural environment;
  3. Embrace the concept of universal design to provide a convenient, functional, and intuitive for an enhanced passenger experience;
  4. Flexible design to allow for innovation and changes to technology, operations, and security;
  5. Technology-enabled for automated processing and customer convenience;
  6. Contemporary and timeless design with use of natural light for an open, expansive feel;

7. Designed within the program budget;
8. Modular features that enable off-site construction in controlled environments with on-site assembly to expedite construction, reduce material waste, control quality, and enable easier interior updates;
9. Maintainable facilities and systems that consider whole-life cycle costing; and
10. Sustainable and energy efficient.

### **1.03 TAP OBJECTIVES**

- A. The TAP design shall address the following key planning objectives:
  1. Provide additional international gate capacity with convenient connections to the domestic terminals;
  2. Provide a high level of customer service;
  3. Meet airline requirements for contact gates and passenger processing facilities;
  4. Replace aging infrastructure, ensuring a focus on the maintainability and total cost of ownership of new assets;
  5. Develop a terminal facility that utilizes space efficiently;
  6. Develop a terminal facility that maximizes concession revenue opportunities;
  7. Increase opportunities for non-airline revenue sources;
  8. Maximize airside envelope to establish flexible and high gate utilization; and
  9. Maintain existing operations and number of gates during construction phasing.
- B. Additional considerations include, but are not limited to, the following:
  1. Cost effective integration of existing utilities with in the requirements of TAP.
  2. Maintenance of aircraft traffic flows so as to maintain airport operational capacity.
  3. Phasing/Scheduling of design elements to minimize temporary construction requirements.
  4. Optimization of APM/Tunnel Design/construction to minimize construction duration and operational impacts.
  5. Assessment of pavement design alternatives to provide a cost-effective solution for the overall TAP pavements as opposed to a one size fits all approach.
  6. Consideration for the future expansion to include engineering elements associated with future satellites 3 and 4 including but not limited to pavement and site utility grades, locations and connection points as well as APM/Tunnel components.
  7. Coordination with terminal designers for phased construction in order to provide for opening of aircraft gates as soon as facility construction allows.

8. Integration of site utilities with terminal needs in order to provide for opening of aircraft gates as soon as facility construction allows.
9. Maintenance of service roads and Airport Rescue & Fire Fighting (ARFF) access through construction.
10. Utilization of on-site demolished pavement and structural materials into the design.
11. Security and continuity of the Air Operations Area (AOA) must be of utmost priority and maintained at all times.

C. Security Requirements

1. The O’Hare passenger security experience will be focused on creative use of technology to enhance security while making it less stressful to passengers. As the projects design and construction phases will span several years, the security consultant shall provide sufficient information on airport security innovation at the planning stages and throughout the design.
2. Design Consultant must look beyond the outlined design phase horizon to plan the project for functionality that will provide a platform for growth and improvements for the lifecycle of the facilities.
3. Key CDA objectives to consider related to the O’Hare passenger security experience include:
  - a. Design to improve and exceed industry standards in physical security—access control, surveillance, blast mitigation, chemical, biological, or radioactive agent protection
  - b. Design a facility that is secure in ways that are transparent to passengers.
  - c. Design must anticipate changes in regulations, security requirements, and technologies.
  - d. Design must improve the security integrity of the airport
4. Key points to consider in the planning and design process include:
  - a. Flexible solutions that improve both mobility and security of passengers, staff and cargo in compliance with regulations.
  - b. Leverage intelligent technology that facilitates the early identification of all potential threats and allows a coordinated and timely response, ensuring continuous day-to-day operations.

D. BAS (Building Automation System) Design Considerations

1. Design Requirements
  - a. The following design requirements apply to all BAS. The goals and objectives are to provide uniformity of design; combine the best overall economy with suitability of design; and be compatible with all other building systems. Provisions for future expansion shall be made as determined by CDA on a project-by-project basis.

## 2. BAS Requirements

- a. The BAS will be configured as a network with control functions at multiple levels and with multiple points of operator control and supervision. All new facilities shall use digital controls in accordance with the design requirements established by the PMT. The A/E’s and the PMT shall meet with maintenance staff early in the project to coordinate new digital controls with existing systems.
- b. General Intent: fully automated, reliable but cost effective direct digital control systems for all building systems of the TAP program and requires the A/E’s:
  - i. To establish a level of quality for the control systems installed at CDA
  - ii. To promote and facilitate consistency among the numerous TAP projects
  - iii. To establish the extent of the control system that is required and cost effective for the TAP Projects, synthesizing the requirements of the design, management, and operations of the facility.
  - iv. To establish preferences relative to the BAS.
- c. Standardization: BAS installations shall strive for standardization across all TAP projects to maintain consistency and thereby increase reliability. It is the responsibility of the PMT to define and present those standards to the A/E’s.

## SECTION 2 – PROJECT DESCRIPTION

### 2.01 OVERVIEW

- A. The new TAP will construct new concourse(s), modify some existing concourses and connectors, and demolish part or all of existing Terminal 2 and replace it with a new international facility. The TAP will be planned for wide ranging fleet mix including wide-body and gates for A380 aircraft, depending on the fleet mix, primarily on one double-loaded pier concourses. These gates will also be able to accommodate narrow-body aircraft in alternative configurations.
- B. The new TAP replaces the majority of the terminal processing functions of existing Terminal 2, while expanding capacity and providing the desired passenger amenities and experience found in a world class international terminal. This work includes associated landside and apron work and utilities; and connections to other airport facilities, such as Terminals 1 and 3. In addition, plan for connection between the TAP and a new parking structure as well as convenient access to the existing hotel. The following elements must be taken into consideration and addressed in the design:
  1. The Design Consultant and CMR shall jointly develop Enabling Packages to be issued as early procurement (work) packages for Component Guaranteed Maximum Price (CGMP) proposals, such as establishing a non-secure work area, removal or relocation of existing utilities, construction of temporary utilities/facilities, hydrant fuel main extension to the existing fuel main, temporary or permanently relocated access roads, and other enabling projects identified during design services;
  2. Tunnel sections to be located in areas not occupied by current terminals/concourses where possible, coordinated with the terminal designer, and designed to accommodate the future westward extension to Satellites 3 and 4 and the western

- parking facility as well as the eastward extension to Terminal 3;
3. Maintaining utility services through to the program to all facilities to remain operational; and
  4. Maintaining airport operations throughout construction.
- C. The Project must be designed with cost, constructability, maintenance of on-going operations, and passenger experience at its core. The Project must be designed and constructed in multiple phases to allow continuation of passenger services in the existing and new terminal facilities, as required by the CDA. It is anticipated that certain portions of existing Terminal 2 will remain in operation at all times. Construction phasing will be crucial and will need to be refined in the early stages of the project. The City would like to evaluate an option to accelerate construction by advancing construction of the new gates and constructing the new terminal in sections. The Lead Engineer activities will be required to coordinate with the timing of activation of new gates and provide the required airfield elements and utilities needed for their operation.
- D. Each phase of TAP construction will require temporary interfaces to allow construction of the new facilities while protecting airport operations and maintaining the passenger experience. Design Consultant will need to address the interfaces in each phased construction package to maintain aircraft, landside, airside, airport wide work, utilities infrastructure, and access to all terminals. In addition, logistics management must be ensured during each phase of construction.
1. The TAP information provided to Design Consultant will include:
    - a. Environmental overview for conformance to existing approved plans or programs;
    - b. Coordination of on-going plans or programs adjacent to TAP;
    - c. Budget;
    - d. Conceptual program schedule;
    - e. Initial phasing plans;
    - f. Design level of activity for key components;
    - g. Program Definition Documents (PDD)
  2. **Figures 1, 2 and 3** depict the breakdown of the anticipated distribution of work for the Architectural Design Services Contracts (2) and the One (1) Lead Engineering Contract will be awarded for the tunnel structures, utility relocations, taxilanes, and other areas associated with TAP. This rough scope of work area is delineated in green on **Figure 1**. The lead engineering firm will be required to coordinate with two (2) separate architectural contracts, one contract for Concourses S1 & S 2 illustrated in light blue, and one (1) for the O’Hare Global Terminal illustrated in red. Work at the gate positions will require detailed coordination between the lead engineer. These projects components will also will be divided between multiple CMR firms. The design consultants must anticipate working with multiple CMR contacts. Any reference to the term CMR in this RFP should be should be interpreted as multiple CMR’s.

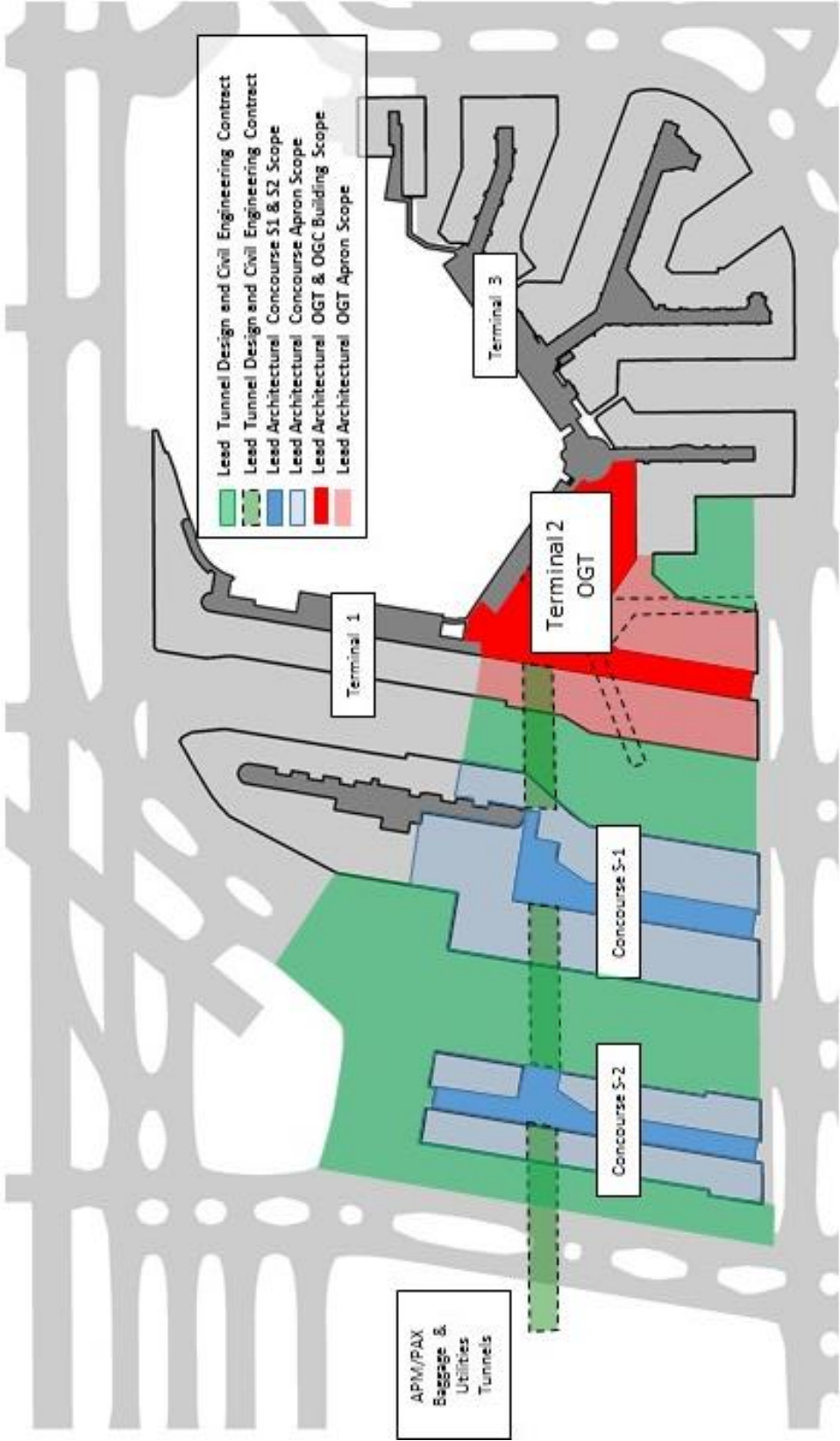


Figure 1

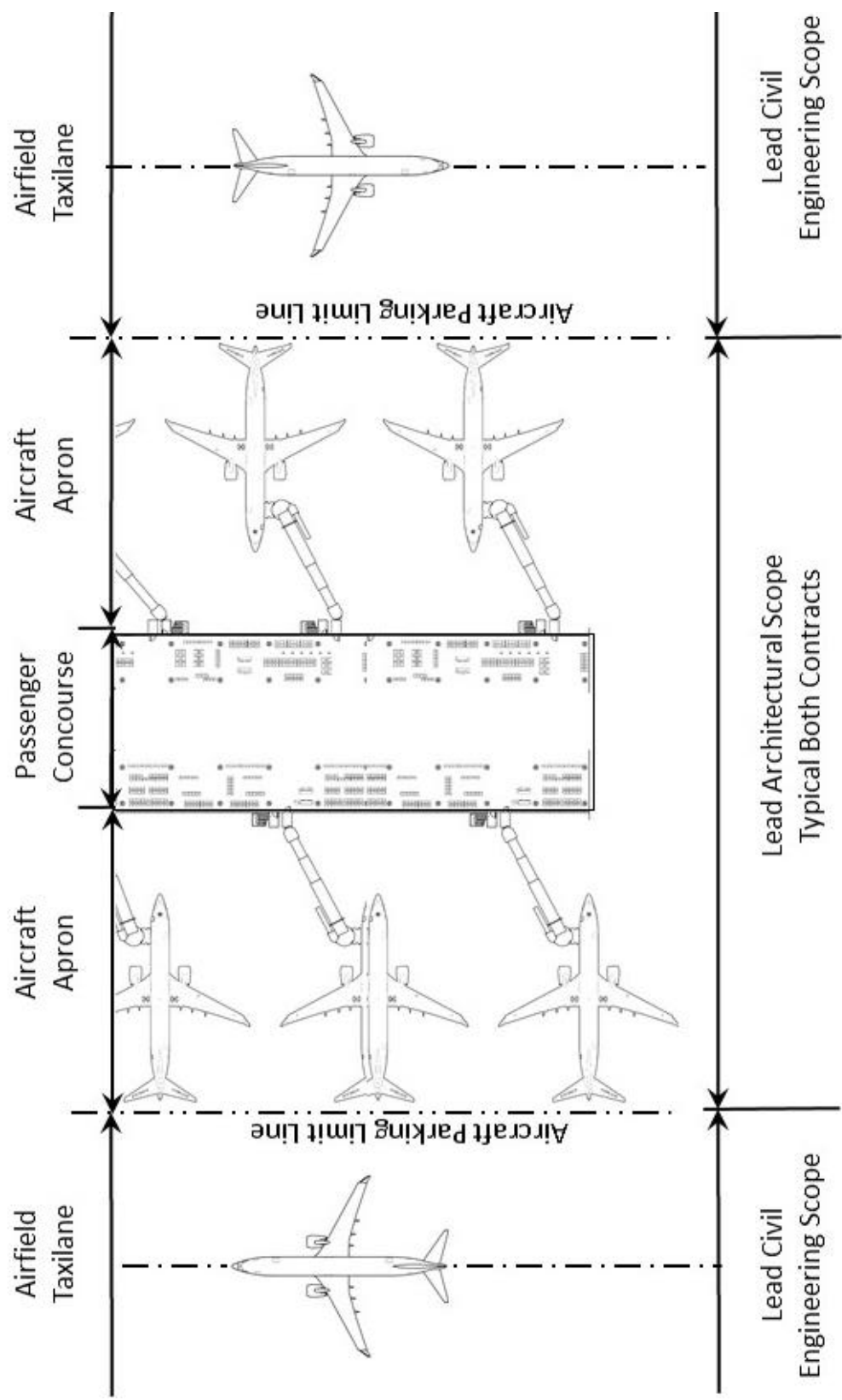


Figure 2

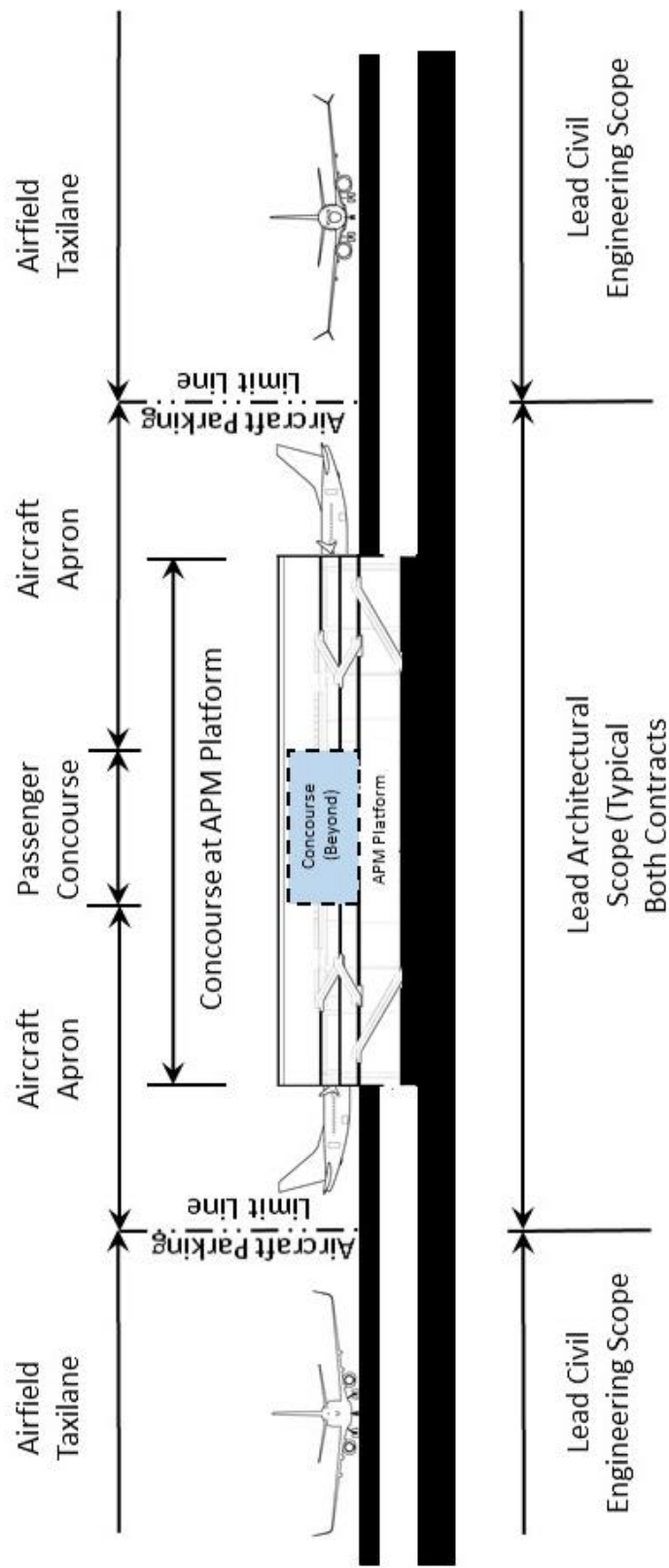


Figure 3



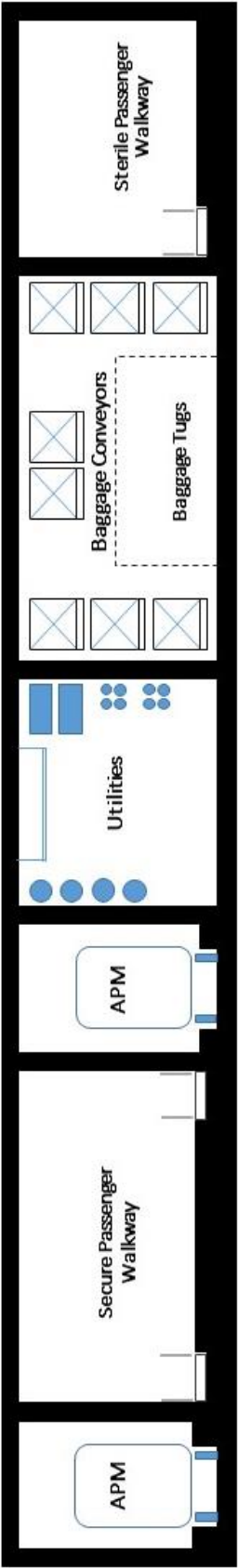


Figure 4

3. These projects components will also will be divided between multiple CMR firms. The design consultants must anticipate working with multiple CMR contacts as well as the potential for completing tasks for Design-Bid-Build procurements. Any reference to the term CMR in this RFP should be should be interpreted as multiple CMR’s.
4. **Figure 4** is a conceptual cross section of the various programmatic elements that will be incorporated into the tunnel structure. The design process will establish the final configuration, scale and adjacencies based upon functional requirements, cost, phasing and implementation schedule.

## **2.02 PROGRAMMATIC FUNCTIONS**

- A. The scope of work for the project that the Leading Engineering Design Consultant will be responsible for will include, but is not necessarily limited to, programmatic functions listed below:
  1. An underground tunnel system that provides structures with separation for the following purposes:
    - a. Future Automated People Mover Systems Integration
    - b. Passenger Secure and Sterile Circulation
    - c. Baggage systems inclusion
    - d. Airport and terminal utility systems
  2. Airfield Electrical systems;
  3. Airfield Storm Water Drainage systems;
  4. Aircraft Fueling Distribution systems;
  5. Aircraft Deicing collection systems;
  6. FAA airfield infrastructure systems;
  7. Airport communications systems;
  8. Power Distribution;
  9. Building mechanical heated and chilled water distribution;
  10. Airfield Paving;
  11. Airfield marking and lighting;
  12. Modifications to existing site utilities and improvements to facilitate the construction of the new terminal building buildings and concourses;
  13. Temporary and interim elements and facilities required due to project phasing
  14. Other elements as required to support implementation of the TAP.

## **2.03 DESIGN SERVICES SCOPE**

- A. Design Consultants’ Basic Services shall include services for all disciplines required to complete design of the Project and construction administration. Basic Services shall include, but not be limited to, the following:

1. Dimension Control;
2. Coordination with Terminal Master Plan;
3. Interior tunnel spatial diagrams;
4. Selection and preliminary systems design;
5. Outline specifications;
6. Plans, sections, elevations for all elements to be constructed (review by CMR);
7. Phasing plans (with the CMR);
8. Schedule (with the CMR);
9. Cost input and reviews;
10. Engineering Programming and Design Services;
11. Structural Engineering Design;
12. Blast Protection/ Resistance Evaluation;
13. Coordination with Conveying Systems including Moving Walkways baggage systems, Engineering Design and coordination with adjacent projects;
14. Plumbing Engineering Design;
15. Fire Protection Systems;
16. Mechanical Engineering Design;
17. Tunnel Ventilation;
18. Coordination with Automated People Mover (APM) system alternatives and system selection for tunnel design;
19. Design and coordination for at grade access of service roads and baggage systems as required;
20. Building Automation and Controls System integration;
21. Electrical Engineering Design;
22. Tunnel Lighting & Signage;
23. Coordination with Architects regarding pedestrian tunnel Lighting Design;
24. Technology Integration Services – To include coordination of all systems and equipment with a communications component including, but not limited to: building automation and controls, supervisory control and data acquisition (SCADA), information technology, signage, baggage handling;
25. Technology and Communications;
26. Security Systems;
27. Vibration Analysis;
28. Civil Engineering;
29. Coordination with Specialty Services including Baggage Handling Systems,

Preconditioned Air Systems, and other systems as described within this Scope of Services;

30. Traffic Design;
31. BIM / GIS Design;
32. Sustainability and Energy Efficiency Design;
33. Life Safety Code Compliance;
34. Commissioning Coordination;
35. Operational Readiness and Airport Transfer (ORAT) Coordination;
36. Construction Cost Estimating;
37. Other Basic Services as mutually agreed to by the Commissioner and Design Consultant;
38. Life cycle cost design (as defined in the commissioning section of the Scope of Services);
39. Pavement Designs;
40. Geotechnical and Material Field Investigation and Engineering;
41. Site Survey and investigations;
42. Airfield Geometrics (vertical and horizontal);
43. Airfield Grading and Earthwork;
44. Airfield Drainage Design (Conveyance/Retention/Run-off Compliance);
45. Utility Services;
46. Pavement Marking;
47. Airfield Lighting and Signage;
48. Airfield Construction Sequencing and Phasing;
49. Construction Logistics;
50. Safety and Security;
51. Erosion and Sediment Control & Stormwater Pollutions Protection Plan; and
52. Restoration Plans

## **2.04 RELATED PROJECTS**

- A. Design Engineering Consultant shall coordinate with the Architectural TAP design teams and recommended phasing approach with the Program Management Team (PMT), airline representatives, project stakeholders, and other tenants and contractors executing concurrent capital improvement and tenant improvement projects. In addition to TAP elements depicted in Figure 1, the following are some major projects and design elements that will require coordination with this design contract. This list is not inclusive of all projects or elements of design that will require coordination by this project, but is a short list of items either in construction, or planned to be awarded

under separate procurement packages with separate delivery schedules, or future planned improvements:

1. New Taxiways A & B

- a. The design of this project was procured under a separate contract and design commenced in May 2017, with construction start late in 2018. Project scope includes the design and construction of a new parallel aircraft taxiway system to replace portions of existing Taxiways A & B.

2. Central Detention Basin Relocation

- a. The preliminary design of this project is currently underway, with construction start in late 2019. Project scope includes the design and construction of a tunnel and associated work to redirect Central Basin flows to an expanded South Basin.

3. Airport-Wide Systems

- a. Airport-wide Systems projects are associated with infrastructure and are needed to properly develop and operate the facilities. Not all will be completed before the TAP design is initiated. These projects range from additional off-site power distribution system improvements needed for service reliability, information technology backbone improvements, fuel system modifications, and inter-terminal train (ITT) system improvements.

4. Tenant and Other Projects

- a. Tenant improvements are projects within and outside the TAP that third party tenants are responsible for designing and constructing the build-out. There are five major groups of tenants responsible for space build-out within the program: 1) Airlines, 2) concessionaires and third party service providers, 3) Customs and Border Protection (CBP), 4) Transportation Security Administration (TSA), and 5) other federal agencies. Their construction and/or installation of equipment must be phased and coordinated with the each of the terminal phases so that tenant improvements are operational with the opening of that phase of the terminal.

i. Capital Improvement Projects

- (a) The CDA has an on-going Capital Improvement Program (CIP). Projects associated with the CIP will be on-going throughout the TAP construction and will require coordination when project interfaces occur.

ii. O’Hare Modernization Program

- (a) Additional projects either planned or in construction at ORD are identified within O’Hare Modernization Plan (OMP) and include runway and taxiway projects and additional airfield projects, plus several utility infrastructure projects.

iii. Future Projects

- (a) In addition to the above reference projects, Design Consultants will be required to interface with projects planned for the future that may not yet be identified as part of the CIP, OMP or TAP. Additionally, design will have account for elements of Phase 2 of the TAP program so this project does not preclude the integration of these future elements.

## 2.05 PROGRAM MANAGEMENT OFFICE (PMO) BUILDING

- A. To improve program management efficiency and interaction between CDA staff, stakeholder representatives, the PMT, and multiple consultant and contractor organizations, the CDA operates a centralized Aviation Administration Building (AAB) at 10150 W. Zemke Circle. The PMO provides a centralized facility for all designated CDA staff members, designated stakeholder representatives, the PMT’s key staff members, Program Management Support Services (PMSS) teams, and other designated personnel. In addition, the AAB contains conference and training facilities to support the TAP program and a consolidated location for all TAP-related document control, records management, reproduction, and CAD/GIS functions.
- B. Design Consultants will be required to provide an office in close proximity to the project site and may be required to house some design personnel during project design and construction in this location.
- C. Project Meetings will typically occur at the AAB building.

## SECTION 3 – PROJECT ADMINISTRATION

### 3.01 PROJECT ROLES AND RESPONSIBILITIES

- A. This section defines general roles and responsibilities for the entities involved in the Project:

Entity	Responsibility
The City of Chicago (City)	The City of Chicago is the owner and approver of all Contracts executed for work at the Chicago Department of Aviation. The City of Chicago approves all Contracts and changes to Contracts, unless otherwise delegated.  Delegated authority for work within the Chicago Department of Aviation is granted to the Commissioner of the Department of Aviation.
Chicago Department of Aviation (CDA)	CDA, through the Commissioner (Department of Aviation) or their designee, represents the City of Chicago with respect to management and operation of the Airport. Use of the terms “City” or “CDA” may be used interchangeably. The CDA approves, makes decisions throughout all project phases. Ensures that CDA-required decisions are made in a timely manner. Facilitates communication with the City of

Entity	Responsibility
	Chicago, Department of Procurement Services, and Stakeholders to keep all parties informed of project progress and construction. Provides key input on owner requirements related to planning, art program, technology, finance, operations, maintenance, security, and safety.
Program Management Team (PMT)	Advises CDA on project status and key decisions affecting scope, schedule, budget, safety, and quality. Develops policies, procedures, and execution plans to deliver the Program and Project. Coordinates all work to be undertaken with CDA divisions, City departments and external stakeholders (such as airlines, concessionaires) as necessary for the timely and quality execution of the Program. Engages and collaborates with airlines and other airport stakeholders to minimize disruption of operations and services throughout the duration of the Program.
Program Management Support Services (PMSS) – Project Management	Led by Project Manager representative from Program Management Support Services (PMSS) staff to the Program; provides overall management for the Project. Acts as interface between the PMT and Design Consultant and Construction Manager at Risk (CMR). Ensures integration and execution of project-specific controls systems. Ensures change management decision-making process is defined, documented, and understood.
Program Management Support Services (PMSS) Team - Design Management	Led by Design Manager representative from the Program Management Support Services (PMSS) staff to the Program. Provides management specifically for the design process, managing scope to budget, and safety in design. Manages and tracks design from concept through construction permit packages and delivery of record close-out documents. Manages the design review process through all phases of design. Manages the Design Consultant contract.
Construction Management	Construction Management firms report through the Program Management Support Services (PMSS) staff to the Program; they will provide management

Entity	Responsibility
	specifically for construction cost, inspections, reviews project level scheduling, quality and safety. Manages contracting process through all phases of design and construction. Manages the CMR contractors.
Design Consultant (Lead Engineering)	Design Consultant provides execution for all phases of design to produce a final design that achieves Project objectives, scope, schedule, safety in design, and budget. As Prime Consultant, leads and coordinates sub- consultants, including specialty consultants.
Construction Manager at Risk (CMR)	Provides management during pre-construction and construction phases for cost, schedule, work package planning and sequencing, quality, safety and constructability. Performs design reviews and provides recommendations for design alternates to identify and resolve constructability issues and to assist in maintaining budget and schedule.
Commissioning Authority	Verifies testing and operational intent of all applicable elements of the Project scope. Performs design phase reviews focused on ‘commissionability’, functionality, maintainability, sustainability and best practices. Participates in concurrent design phase reviews with the PMT, other consultants and contractors, as applicable. Develops Commissioning Plan to establish overall Commissioning requirements.

- B. The entities involved with the Project as well as their roles and responsibilities may change as a result of contract negotiations with the City. The City reserves the right to make adjustments as necessary.

### 3.02 DESIGN TO BUDGET

- A. Design Consultants and CMR team(s) will develop a cost component framework (template). The CMR team(s) and Design Consultants will jointly use their experience, knowledge, and industry information from similar projects to develop an initial Budget Guaranteed Maximum Price (GMP). The cost component framework and the Budget GMP must be approved in writing by the Commissioner prior to proceeding with Schematic Design (30% Design Completion).



- B. Design Consultant is responsible for producing Construction Documents that will not exceed the Probable Cost of the Work accepted by the Commissioner (Agreed Cost of the Work).
- C. Cost Estimate Reconciliation
  - 1. Design Consultant will submit design options and deliverables throughout the Design Phases to the CMR team(s), through the PMT, in order for the CMR to provide cost estimates. Design Consultant will prepare and submit cost estimates based on their progressing design and participate in meetings with the PMT and CMR team(s) to discuss the CMR teams’ cost estimates, provide clarification, and reconcile any differences that may exist. Following the cost estimate reconciliation, Design Consultant in collaboration with the CMR team(s) will prepare a technical memorandum describing the cost estimate resolution process and any remaining unresolved differences between the respective estimates in relation to the Budget GMP for the Work.
- D. Cost Estimate Presentation
  - 1. PMT will arrange a meeting between the Commissioner, CMR team(s), and the Design Consultant to discuss the technical memorandum, the reconciled cost estimate and any outstanding differences. This meeting will include discussion of the unresolved differences in the estimates and if the estimate exceeds the Budget GMP, identify areas where the progressed design can be modified to bring the Project within the Budget GMP. The technical memorandum shall include an assessment of the impact of potential changes to the progressed design on aesthetics, function and impact to the maintainability or efficiency of the Project. The intent of the meeting is to obtain acceptance of any design modifications and the Budget GMP from the Commissioner.
- E. Budget GMP
  - 1. PMT will document decisions reached and any adjustments to the Budget GMP resulting from the cost estimate presentation meeting.

### **3.03 BASIC SERVICES DELIVERY**

- A. Basic Services for this Project will be phased as follows:
  - 1. Project Initiation
  - 2. Validation
  - 3. Concept Design (10% Design Completion)
  - 4. Schematic Design (30% Design Completion)
  - 5. Design Development (60% Design Completion)
  - 6. Procurement Review (90% Design Completion)
  - 7. Construction Documents (100% Design Completion)
  - 8. Construction Services
  - 9. Post-Construction Services

- B. Design Consultant shall provide a schedule for each Phase of the Project. The schedule shall be developed with the appropriate level of detail as the design progresses (e.g. summary level during the Schematic Design Phase and more detail in the Design Development and Construction Documents Phases).
- C. Contract Document design deliverables will be issued in multiple procurement packages in accordance with procurement phasing strategies to be developed during Schematic Design.
- D. At appropriate times, Design Consultant along with the PMT and/or CDA representative will contact governmental agencies including, but not limited to the City, County, State and Federal agencies that are required to approve the Contract Documents and the entities providing utility services to the Project. In designing the Project, Design Consultant will respond to applicable design requirements imposed by governmental agencies and by such entities providing utility services. Design Consultant will assist the PMT in connection with PMT’s responsibility for filing documents required for the approval of governmental agencies.
- E. Design Consultant will be expected to present to and consult with stakeholders and CDA staff as required by the PMT.

### **3.04 DESIGN SCHEDULE**

- A. Design Consultant will immediately commence work with the PMT upon receipt of the Notice to Proceed (NTP) for Basic Services to develop a detailed Design Schedule. The Design Schedule shall contain logic linked activities holding named resource types, estimated budgeted costs of those resource types, and estimated durations of the tasks being performed in a measurable unit of either productive hours or as otherwise agreed with the PMT. The Design Schedule shall include a section containing key milestones, identification of design phase workshops, and timing of when key decisions must be made and by which party to maintain the Design Schedule, design review and approval durations, and target dates for design phase deliverables.
- B. Design Consultant shall, within fourteen (14) Calendar Days of the First NTP for Basic Services, submit the Design Schedule to the Project Management Team. Software, as approved by the CDA and PMT, shall be utilized for all schedule submittals required by this Contract.
- C. The City will implement the Project in multiple phases including multiple Procurement packages for permit and construction in order to expedite construction. To achieve construction delivery dates, Design Consultant, working with the CMR, will submit the design for the PMT’s review in several procurement packages or as independent design-bid-build packages.
- D. Design Phase deliverables for each procurement package will be identified within the Design Consultant Design Schedule.

E. Schedule Content and Format

1. The Design Schedule once accepted shall be baselined. The Design Schedule will be incorporated into the CMR’s Project Schedule which will be baselined per the PMT published project procedures.
2. The Design Schedule shall show progress to-date, durations, and dependencies including tasks and key decision milestones that are the responsibility of the City. It shall show total project float and portray the complete and continuous critical path, throughout the Project.
3. The Design Schedule shall allow for the direct linking of design deliverables to be produced by Design Consultant to the PMT’s Document Management System wherein the full register of design deliverables shall be listed and mastered.
4. All activities in the Design Schedule shall have a predecessor and successor except for the contract start and finish milestones. Constraints are not allowed on activities. Each activity shall contain the resource/s executing that activity, the estimated hours budgeted to do so, and the resultant budgeted cost. The total budgeted cost of all activities within the schedule shall equal the fee amount.
5. The PMT will continually monitor the Design Schedule, and as part of invoice reviews, to check Design Consultant’s progress against cost and schedule goals.
6. Design Consultant shall develop the Design Schedule in accordance with the current version of the PMT Schedule Process, to be furnished upon Notice to Proceed with Services.

F. Schedule Approval

1. The Design Schedule initial submission shall be made without showing progress. The PMT will review the Design Schedule and will issue a letter to Design Consultant stating approval or disapproval. If the Design Schedule is deemed unacceptable, the letter will detail areas of concern. Design Consultant shall address the areas of concern, correct the Design Schedule to the satisfaction of the PMT and resubmit within seven (7) days of issue of the letter. Once the Design Schedule is approved, it will become the Design Consultant’s Schedule. The initial Design Consultant’s Schedule shall not be changed during the design work without written approval by the PMT. All changes, progress updates, and revisions shall be made based on the Design Schedule.

G. Schedule Revisions

1. No changes shall be made to the Design Consultant’s Schedule without written approval from the PMT. This includes, but is not limited to: logic changes, duration changes, and addition or deletion of activities. In accordance with the PMT published project procedures, Design Consultant shall submit all Change Orders or scope change schedules to the PMT in writing for approval before incorporation into the Design Consultant’s Schedule.

H. Float Time and Time Extensions

1. The Design Schedule shall show total project float and portray the complete and continuous critical path throughout the Project. Float shall not be considered to be for the exclusive benefit of either City or Design Consultant. Time extensions for Contract performance will be granted only to the extent that the delays extend the critical path of the current monthly schedule update beyond the Contract Milestone(s) or completion dates. In order to obtain a time extension, the critical path delay must be beyond the control and without fault or negligence of the Design Consultant.
2. In the event that Design Consultant created delays that impact an already negative float path on the current Design Schedule, Design Consultant will not receive any time extension unless and until the negative float is increased for the activity with the highest negative float on the current monthly schedule update.

I. Recovery Schedule

1. If, at any time during Design Consultant’s performance of the Services, the PMT determines, based on its assessment of Design Consultant’s current Design Consultant’s Schedule and actual progress that Design Consultant is either fourteen (14) or more Calendar Days behind schedule, or there is any delay that is impacting any specified design Milestone, Design Consultant shall prepare a recovery schedule at no additional cost to the City (unless a party other than Design Consultant is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Design Consultant intends to reschedule its Services in order to regain compliance with the Design Consultant’s Schedule. Design Consultant shall submit the recovery schedule within seven (7) Calendar Days of a written notification by the PMT.

J. Activity Coding

1. Basic Services under this Contract shall be coded into separate Project Phases. Design Consultant shall provide a breakdown of the tasks to be accomplished in each Project Phase. The Project Phases, as a minimum, shall include:
  - a. Project Initiation
  - b. Concept Design (10% Design Completion)
  - c. Schematic Design (30% Design Completion)
  - d. Design Development (60% Design Completion)
  - e. Procurement Review (90% Design Completion)
  - f. Construction Documents (100% Design Completion)
  - g. Construction Services
  - h. Post-Construction Services
2. Each Project Phase summary shall have a start and completion date derived from

the early start and early finish dates of the detailed activities included in the Design Schedule. All schedule activities are to be coded by Project Phase.

3. Upon receipt of the First Notice to Proceed for Basic Services, the PMT will issue to the Design Consultant the Work Breakdown Structure (WBS) for all schedule activities to be coded against. This WBS will be mastered and change controlled by the PMT.

### **3.05 PROJECT MONITORING**

#### **A. Design Management Plan**

1. Design Consultant shall submit a Design Management Plan that includes, but is not limited to the following: the proposed organization structure and roles, staffing plan, work plan, and deliverables, schedule milestones, quality management, and document control within thirty (30) days of the First Notice to Proceed. The plan will support a design process that includes multiple stakeholders and builds consensus through development of alternatives consistent with the program budget, development phasing and maintenance of ongoing operations.

#### **B. Document Management Software**

1. The City will acquire document management software to be accessible by all Project Team members and will be used as a repository for all Project documents and for issue management, risk management, tracking actions, Requests for Information (RFIs), and workflow processes. Working with the Project team, Design Consultant will recommend modifications to the software to refine functionality for tracking and reviewing design progress.

#### **C. Design Document Uploads**

1. Design Consultant will upload design documents for all disciplines via the program management software, for collaboration with the Project Team on a weekly basis or as directed by CDA.
2. Design Consultant will maintain a log of changes and/or deviations from the Program Definition Documents (PDD) and other baseline document requirements.
3. Design Consultant shall provide forecast dates for the publication of design documents on a weekly basis via the document management software.

#### **D. Design for Safety**

1. Design Consultant will be required to demonstrate how construction safety has been factored into and mitigated within the design.

### **3.06 PROJECT MEETINGS**

- A. All Project meetings that include participation with the PMT will be located at the PMO building or interim PMO offices unless otherwise specified by the PMT.

### **3.07 PROJECT PROGRESS MEETINGS**

#### **A. Project Status Meetings**

1. Design Consultant will attend regularly scheduled Project status meetings for the duration of the Services with the purpose of describing the progress of design efforts in relation to the Design Schedule, scope of services, and design fees. Primary focus will be on issues that may affect the schedule, budget, or scope of work. The meetings are intended to last only as long as necessary to convey necessary information and reach agreement on issue resolution. Other supplemental meetings or design review meetings will be scheduled to address specific design or management issues. Frequency of Project status meetings will be agreed to by the PMT and Design Consultant and may be scheduled on a weekly basis.

#### **B. Project Status Meeting Agenda and Scheduling**

1. PMT will be responsible for creating the meeting agenda in advance of all Project status and supplemental meetings. The PMT will also be responsible for scheduling the meetings at a convenient time and location for key stakeholders. The meeting agenda will include:
  - a. Comments and questions on Design Consultant’s monthly status report.
  - b. Unresolved issues that may affect the schedule, scope of Services, Work or budget.
  - c. Upcoming work efforts, dates when key decisions are required to maintain the Project Schedule, and input or coordination required by the City, PMT, CMR, or other Project stakeholders.
  - d. Other key topics as directed by CDA.
2. Meeting Minutes
  - a. Design Consultant is responsible for documentation of Project status meetings in which Design Consultant is the facilitator and shall submit meeting minutes to the PMT within five (5) Calendar Days of the conclusion of the meeting. Meeting minutes will not record all discussions, but rather will be a summary of appropriate discussions, decisions, and action items. The PMT will provide the design consultant a template for the meeting minutes.

#### **C. Supplemental Status Meetings**

1. Design Consultant will attend supplemental project management meetings with the purpose of dealing with more specific management issues as they arise. The meetings are intended to last only as long as necessary to convey necessary information and reach agreement on issue resolution. Meetings required to address Design Consultant deficiencies shall be held at no cost to the City.

**D. Design Progress Meetings**

1. Design Consultant shall participate in design conference calls and face-to-face progress meetings as needed, arranged by the PMT’s Design Manager, to discuss the progress of Services and coordination issues. Design Consultant shall report to the Design Manager on the status of the following: design level of completion, adherence with the Design Schedule, issues affecting the quality of Services and coordination issues within the Design Consultant team and with other projects impacting or impacted by the Project.
2. Design Consultant is responsible for documentation of all meetings in which Design Consultant participates, and shall submit to the Design Manager minutes of meetings within five (5) Calendar Days of the conclusion of the meeting. Design Consultant’s attendees at the meetings will include the Design Consultant Project Manager, Design Consultant Design Manager, and other senior staff as needed who will have direct knowledge of the progress of all aspects of the design.

**3.08 DESIGN PHASE WORKSHOPS**

- A. The following processes will be followed for each of the following stages of design as described below:
1. Project Initiation
  2. Concept Design (10% Design Completion)
  3. Schematic Design (30% Design Completion)
  4. Design Development (60% Design Completion)
  5. Procurement Review (90% Design Completion)
  6. Construction Documents (100% Design Completion)
- B. Initial Workshops
1. Initial workshops with the PMT, City, and airline stakeholders shall address area requirements as well as overall site and construction phasing requirements for the design of the Project. These workshops will confirm and refine program assumptions for geometrics and general project requirements. Separate workshops to address detailed program studies shall be conducted prior to the initiation of design. The intent is to provide an efficient design that address all major components required as part of the overall design.
- C. Design Review Committee (DRC) Meetings
1. Design Consultant will prepare presentation materials for DRC meetings with the PMT, City, and stakeholders as required by the PMT. Design Consultant shall prepare an informative presentation addressing the current status of the design and required decisions that must be resolved. Design Consultant will collect data,

present drawings and documentation, and/or receive input and feedback.

D. Design Progress Workshops

1. The purpose of progress workshops is to bring Project issues requiring action or direction to the PMT, City, and stakeholders and subject matter experts related to the Project component, in an effort to establish requirements, directions, solutions, advice and knowledge with respect to specific Project needs and activities. Led by the Design Consultant, progress workshops will occur as required during the design phases. In order to ensure the correct level of participation, Design Consultant will work with the PMT to establish the schedule and purpose of progress workshops within the Design Consultant’s Schedule. Each workshop shall be controlled by a facilitator.

E. Formal Design Review Workshops

1. Formal design reviews will take place as defined under Design Quality Management of this Scope of Services and conform to the CDA’s approved design review process. Design Consultant will facilitate formal design reviews with the PMT, stakeholders, and CDA subject matter experts, including but not limited to representatives from Planning, Operations, Maintenance, Technology, Security, and Safety. In addition, design assurance will be provided on a technical review level from Schematic Design through Construction Document phases.
2. The formal design reviews examine the design’s ability to meet operational and functional expectations. Design Consultant shall prepare meeting minutes of these workshops and incorporate design review comments into the Construction Documents for tracking completion and compliance with the City’s requirements.
3. It is essential that Design Consultant representatives who attend the workshops are able to present specific design component elements to the PMT to promote meaningful dialogue. For example, if tunnel waterproofing systems are the topic of discussion, the life cycle cost of the proposed materials, the system performance, the cost implications, the structural implications, the geotechnical implications, and any other topic necessary to enable an informed decision must be included to finalize the water proofing system.
4. The formal design review will incorporate all of the items discussed and resolved in previous progress workshops and to cumulatively develop and track categories essential to the Project, which are:
  - a. Operations - concerns issues related to maintaining airport operations during construction phasing, sensitivity to ORD master planning, access, adjacencies, and maximum utilization of spaces.
  - b. Design Elements - concerns about pavement design, utility design, drainage, structural elements, mechanical elements, electrical elements, other tunnel



operational systems, fueling, airfield geometrics, grading, airfield signing and marking; considerations for temporary and future facilities; and the general quality and efficiency of construction.

- c. Schedules - concerns all scheduling associated with design and construction.
- d. Comprehensive Cost Factors - concerns the presentation and investigation of value analysis/engineering practices and alternatives that may impact the operation costs, and ultimately the final cost of the Project when all factors are included.

### **3.09 PROJECT REPORTING**

#### **A. Progress Report Template**

- 1. Design Consultant shall prepare a template for the progress reports for discussion and approval at the first Project status meeting. The CDA at its discretion may provide a template that is to be used by the Design Consultant. The intent of the progress report is to quickly convey the current Project status as compared to the Design Consultant’s Schedule, Scope of Services, and design fee; as well as identify issues that may impact the Design Consultant’s ability to meet the scope, schedule or budget in the future.

#### **B. Progress Report Contents**

- 1. Design Consultant shall prepare and submit to the PMT a Progress Report by the date stipulated in the monthly reporting calendar as published by the PMT. The report shall address all items outlined below:
  - a. A brief narrative of the Services performed (including a status list of all contract deliverables) including level of completion of the design.
  - b. Identification of areas of concern and actions, decisions, or approvals needed that affect or impact the design intent, scope or progress. The list shall include a proposed course of action for the resolution of each issue.
  - c. Monthly status of the Project in relation to the approved Design Consultant’s Schedule in electronic format. Design Consultant shall evaluate and determine the percent complete for each activity and Project Phase of the Services and incorporate these values into the updated status schedule.
  - d. A schedule of all scope changes to the contracted Services. The schedule must contain the status of the change; whether it is approved, pending approval, under impact assessment etc.; the originating source of the change, the predicted impact of the change in cost, time and other impacts and dates highlighting when the change is to progress in status.
  - e. An output taken directly from the approved Design Consultant’s Design Schedule comparing:

- i. Scheduled budget value of Services per agreed phase or WBS element for the measurement period and cumulatively to date.
    - ii. Progressed value of Services done for the measurement period and cumulatively to date.
    - iii. Actual cost of fees and other incurred reimbursable costs for the measurement period and cumulatively to date.
    - iv. A fee forecast of remaining amount to be billed per month, based on the remaining design deliverables required.
    - v. The total expected cost of the Design Consultant’s Services to conclude all work under this Contract.
  - f. A budget assessment that will compare fees expended to the estimated percent complete and to the expenditure rate expected for the period up to this point.
  - g. Changes in personnel and updated organization chart (if required – reference Section II.B.6.b as the removal of Key Personnel from the project without the Owner’s consent will be considered a breach of Contract).
  - h. A list of activities taken directly from the Design Schedule to be conducted through the succeeding month.
  - i. An update on the level of Minority and Women Business Enterprise (M/WBE) participation achieved compared to contracted goals along with work force development requirements, and actions proposed to remediate the level of participation should have forecasted target levels not be reached.
  - j. Recovery plan for all tasks over budget or schedule constraints (if required).
  - k. Key performance indicators (KPIs) that clearly illustrate the performance achieved to-date by the Design Consultant.
  - l. Actual costs for prior month and forecasted costs for the next month.
  - m. Forecast through end of each Services Phase.
  - n. Key decisions, including status/disposition and responsible party.
- C. Progress Report Approval
- 1. PMT Project Manager will provide a memorandum to the Design Consultant within five (5) Calendar Days following each Project Status meeting indicating acceptance or rejection of the Progress Report. In the event the Progress Report is rejected, the PMT Project Manager will identify those items requiring additional efforts to make the Progress Report acceptable and the Design Consultant will modify it, as required, to be resubmitted to the PMT Project Manager for approval.

### **3.10 ISSUE MANAGEMENT**

- A. Design Consultant shall develop a document template for tracking design-related issues,

discuss that template with the PMT, and agree upon the final format. The CDA at its discretion may provide a template that is to be used by the Design Consultant. The issue management tool will be web-based to allow approved members of the Design Consultant, the City, PMT, and CMR the ability to review issues identified, their status, and the resolution. The template shall, at a minimum, include: the person identifying the issue, the person with whom the issue was discussed, what discipline is involved, whether the issue was resolved, or further action was required, the date the issue was raised and resolved, and how the issue was resolved. The CDA at its discretion may provide a template that is to be used by the Design Consultant.

- B. The person to whom the issue is assigned by the CMT will be responsible for managing the issue to its completion and that person can be a member of Design Consultant (and Design Consultant’s Subconsultants), PMT, CDA or CMR.
- C. An issue is defined as either a question or a concern of any nature related to the planning, design, or management of any project and any discipline.

## **SECTION 4 - DESIGN AND CONSTRUCTION PHASE SERVICES**

### **4.01 GENERAL**

- A. Design Consultant shall provide a cost-effective design and present the PMT with design options that consider construction cost, schedule, and life cycle cost (total cost of ownership) analyses for informed decision-making.
- B. Design Consultant shall furnish documentation and supporting data to support presentation of design options.
- C. Design Consultant will consider the value of alternative materials, construction element methods (i.e. precast vs. cast in place, etc.), recycled content, phasing, and required interim facilities together with considerations based on the CDA Vision, TAP Objectives as described within this Scope of Services, in developing a design for the Project that is consistent with the schedule and budget.
- D. Design Consultant will be required to collaborate and coordinate with Multiple Design Packages under contract to CDA, the CMR’s, CDA Operations, Airlines and other tenants and stakeholders.

### **4.02 PROJECT VISION STATEMENT**

- A. Design Consultant will collaborate with the PMT and other Project stakeholders to help develop a written set of design principles resulting in a published Project Vision Statement for all stakeholders and Design Consultant team members to execute.
- B. Project Visioning Workshop
  - 1. Design Consultant shall participate in a visioning workshop with the CMT at a time mutually agreed between the City and Design Consultants, to develop the basis for

the Project Vision Statement.

C. Vision Statement

1. The Vision Statement will be approved by the Commissioner for alignment with Project objectives.

#### **4.03 PROJECT INITIATION**

A. Program Document Validation

1. Within thirty (30) Calendar Days of the First Notice to Proceed for the initial Phase of Services, Design Consultant shall review and validate the Project Definition Documents provided by the CDA for development of the Project Concept Design:
  - a. ORD Utilities Master Plan
  - b. Chicago O’Hare International Terminal Program Definition Manuals.
  - c. Project Definition Documents and Project Definition Manuals for enabling and related projects. The Program will develop more detailed Program Definition Documents for the OGT, Concourse S-1 & Concourse S-2, APM and Utility Tunnel, Airfield Civil, and the Baggage Systems prior to the award of the Architectural (2) and Lead Engineering Design (1) Contracts. The selected proposer will be tasked with validating the Program Definition Documents to be used as the initial starting point for the Basis of Design (BOD). If the Project Definition Documents (PDD) are not completed by the owner a separate task order will be negotiated outside the basic design fee scope of services with the selected proposer for the PDD effort.

B. Data Collection

1. Design Consultant shall take reasonable precautions to verify the accuracy and suitability of any drawings, plans, sketches, instructions, information, requirements, procedures, requests for action, and other data supplied to Design Consultant (by the City, PMT or any other party) that Design Consultant uses for the Project. Design Consultant shall identify to PMT in writing any such documents or data which, in Design Consultant’s professional opinion, are unsuitable, improper, or inaccurate in connection with the purposes for which such documents or data are furnished.

The City does not warrant the accuracy or suitability of such documents or data as are furnished. Design Consultant must advise the City in writing within five (5) Calendar Days of uncovering unforeseen condition(s), that in Design Consultant’s professional opinion, would render such documents or data are unsuitable, improper, or inaccurate.

2. Design Consultant shall make reasonable efforts to investigate any documents provided by the City and the visible existing conditions at the Project site to identify existing systems and construction which must be modified to accommodate Design

Consultant’s design for the Project and construction of the Project.

Design Consultant shall identify to the PMT in writing within five (5) Calendar Days of identification of the discrepancy, any discrepancies between the documents and visible conditions, and shall consult with the PMT on any special measures, services or further investigations required for the Design Consultant to perform its services free from material errors and omissions and to properly coordinate with existing systems and construction. This investigation shall be accomplished by registered, professional engineers and architects, as appropriate.

C. Data Collection Report

1. Design Consultant will prepare a report summarizing all of the data presented to Design Consultant prior to and as part of the data collection efforts. The report will describe the impact of the data on the design efforts and will point out key decisions that are required to move the project forward.
2. Design Consultant will attend one meeting to discuss the results of the data collection efforts and City’s comments. Based on the results of the meeting, Design Consultant will prepare and deliver meeting notes related to substantive discussions, action items and documenting decisions and will update the data collection report.

**4.04 CONCEPT DESIGN**

- A. Concept Design establishes the scope, assesses the cost, the overall conceptual direction, and scale and relationships among the Project components. The primary objective of this design phase is to arrive at a clearly defined, feasible concept while exploring the most promising alternative design solutions.
- B. Design Consultant will be required to distinct alternative concepts as established in Contract Negotiations as a series of drawings, models, and exhibits that show the general arrangement and proportions of the facility and components on the site. Alternative concepts may be relative to either concept contained within this contract or concepts required for various facility concepts provided by Lead Architecture Contracts.
- C. At the completion of concept refinement workshops and following the selection of a preferred concept, Design Consultant will prepare further refined conceptual development engineering drawings inclusive of major design elements as well as vertical and horizontal controls.
- D. For the Concept Design to be complete, the recommended concept described in this Phase will include the following items at the noted level of detail:
  1. Concept drawings of major engineering disciplines included in the Scope of Work.
  2. Flow diagrams which indicate the flow of inbound and outbound passengers and baggage, ITT (APM) access, aircraft movement to/from gates, and movement

to/from affected adjacent terminal facilities.

3. Concepts to modify existing site work, structures, roads, parking, or other displaced airside elements to allow for facility construction in phases.
  4. Broad conceptual phasing drawings to illustrate major phases required to implement the concept.
  5. Primary baggage system components/routes and conceptual baggage system layout within the tunnel.
- E. In addition, a technical concept report will be completed and will include the following:
1. Summary of the concept refinement workshops.
  2. Identification of the concept development process including the evaluation of the alternative concepts and supporting logic for selecting the recommended concept.
  3. Identification of the recommended concept with description of the major functional areas and spatial relationships.
  4. Identification of existing site preparation work to be abandoned or modified and cost justification for doing so.
  5. Description of key systems components and design elements including pavement, geometry, fuel, mechanical, electrical, plumbing, fire protection, and structural systems.
  6. Unresolved issues with recommendations for resolution.
  7. Design Consultant will consider implementation of the concept while developing it, thereby assessing the impacts that demolition of existing facilities and new construction will have on airport operations.
- F. Concept Refinement Workshops
1. Conduct Workshop (Number of workshops to be determined)
    - a. Design Consultant will facilitate a technical workshop intended to provide concept layouts, and operational parameters to be developed further including development of design elements to demonstrate required connectivity with the existing airfield and facilities. This task will include a detailed presentation to the City of programming that has been conducted to date and will form the basis of the design.
    - b. At the completion of the first workshop, Design Consultant will prepare more detailed drawings and a brief report describing in greater detail the concepts identified. The report will include assumptions made and any issues that need to be resolved to complete the concept development. Design Consultant will submit the information to the PMT Design Manager for review, will revise as requested, and then resubmit to the PMT Project Manager for distribution.

## 2. Subsequent Workshops

- a. Design Consultant will conduct subsequent workshops with the intent to review results of the first concept refinement workshop and to select the recommended concept. This workshop will focus on evaluating the concepts, addressing issues, and reaching consensus on the best alternative to move forward.
- b. Design Consultant will use evaluation factors and criteria provided by the City in a matrix format. This scoring matrix will provide specific places to record program-based measurement of order-of-magnitude costs, program requirements, constructability/phasing, impact to other projects, airline operations, environmental consequences, ability to meet user’s needs, function and form, and factors beyond the comparative cost and functional performance of the concepts, including, but not limited to: impacts to international passengers, acceptance by Federal agencies, etc.
- c. During the workshop, Design Consultant will endeavor to remedy any noted shortcomings of either concept to make each as compliant with program objectives as possible. Upon reaching consensus, additional discussions on the recommended concept may occur.

## 3. Workshop Summary

- a. Design Consultant will present the concepts, cost estimate, evaluation, rankings, and narrative on the process in a report and presentation and will support the City and the PMT in an executive work session/briefing of the conceptual development, refinement, and selection process, with the purpose of continuing with a preferred concept as the solution.

## G. Draft Concept Design Report

1. Design Consultant will combine all of the information gathered during the workshops and create a draft concept design report that will support development of cost estimates. Design Consultant will present the report to the City for review and comment.

## H. Concept Design Report Review Meeting

1. Design Consultant will be responsible for arranging and facilitating a meeting within fourteen (14) Calendar Days of submitting the draft concept design report to obtain comments on the report. The primary purpose of this meeting is to address any major comments or questions from the Design Consultant’s cost estimator, the City, PMT and the CMR.

## I. Final Concept Design Report

1. Based on comments received during the concept design report review meeting,

Design Consultant will update the draft report. Design Consultant will present the updated report to the Design Manager for review and will address comments leading to the development of the final concept design report. Design Consultant will submit the final concept design report to the PMT Project Manager for distribution.

J. Concept Design Report (10%) – Basis of Design

1. General

a. Provide documentation related to:

- i. Design charrettes/workshops/information data collection sessions
- ii. Information exchange/ team meetings/ design and decision registers
- iii. Partnering and team building sessions; and
- iv. Quality management process followed by the Design Team
- v. Summary of program of requirements

2. Basis of Design

a. The Basis of Design (BOD) is a preliminary narrative that is intended to provide a summary of the Concept Design and enable development of the construction cost estimate. The BOD documents thought processes and assumptions behind design decisions to meet the City’s project requirements. Design Consultant shall update the BOD at completion of each design phase for City review. The BOD includes, but is not limited to, the following:

- i. Project Definition
- ii. Project Scope Description
- iii. Total Tunnel Square Footage (SF) – Block Plan
- iv. Project Limits
- v. Functional Space Requirements – SF
- vi. Aircraft Movements
- vii. Aircraft Taxiway, Taxilane and Apron Paving Areas
- viii. Airfield Grading and Geometry
- ix. Tunnel Geometry and Sections
- x. Materials to be utilized for major design elements
- xi. Summary of governing Design Standards
- xii. Utilities, fueling, Plumbing, Fire Protection, and Mechanical Systems - system type and total capacity, narrative and quantities, general sizes and number of systems
- xiii. Electrical Systems - electrical system capacity and general system concept



- xiv. Communication Systems
  - xv. Life Safety Requirements
  - xvi. Security System - Confirm CDA requirements
  - xvii. Geotechnical and Hydrology Report - Provide assumed foundation strategy
  - xviii. Earthwork and Recycled Materials Management Plan
  - xix. Energy and Sustainability concepts as well as requirements of Sustainable Airport Manual (SAM)
3. Drawings, Models, and Exhibits
- a. Updates to existing conditions models generated from detailed site survey
  - b. Site Plans, indicating:
    - i. General size and location of design elements
    - ii. Existing Site Plan and layout with background mapping
    - iii. Demolition limits
    - iv. Outline of all structures
    - v. Outlines of paved areas with aircraft and ground equipment movements and dimensions of clearances required
  - c. Construction Phasing and Sequencing Diagrams
  - d. Utility Plans
    - i. Provide exhibits and narrative of utilities location to the construction boundary
    - ii. Identify utilities connection points
    - iii. Confirm sufficient capacity at site boundary
  - e. Tunnels/ Structures:
    - i. Architectural floor and roof plans
    - ii. Life safety diagrams
    - iii. Preliminary Section/Elevation Drawings with Overall Dimensions
    - iv. Foundation and Superstructure diagrams
    - v. Plumbing, Fire Protection, Mechanical, and Electrical Conceptual Floor Plans and Single- line diagrams.
    - vi. Communications Conceptual Floor Plans and Single-line diagrams
4. Budget, Schedule and Risk Analysis
- a. Design Consultant’s cost estimate and technical memorandum on cost estimate reconciliation
  - b. Schedule: Identify key project dates

- c. Risk Implications and Mitigation Strategies: Identify the various risks associated with the conceptual design and initial mitigation strategies
- K. Preparation of Graphics for City Public Presentations
1. Design Consultant will assist the PMT in developing display materials for use in public meetings which may include the Chicago City Council and other forums. Design Consultant will assist with developing materials for public meetings consisting primarily of presentation boards and use of presentation software such as PowerPoint if requested by the PMT or CDA. Design Consultant will also assist in the development of graphics for distribution to local news organizations.
- L. Quality Control
1. Design Consultant shall perform internal quality control reviews at the end of each Phase. The results of these interdisciplinary, peer, and independent reviews shall be submitted to the PMT. The Consultant shall implement and maintain at all times a documented quality management system in accordance with the requirements of ISO9000:2015. The quality management system shall integrate quality management across the Consultant, the Consultant members and all Sub-Consultants. The quality management system shall be sufficiently comprehensive to fully document and demonstrate that a conforming and compliant design has been delivered and end-user and stakeholder requirements have been met. The successful respondent will be required to submit a draft plan within thirty (30) days of contract award for approval by the CDA.
- M. Project Quality Plan
1. The Consultant shall take overall responsibility for the quality management strategy for the delivery of the Works. This will address the quality management of Consultant’s own services and extend to setting requirements and monitoring the quality activities and quality of delivery of the construction contractors delivering the Works.
  2. The Consultant shall develop and implement an overall Project Quality Management Plan in a format to be agreed with CDA. This shall be submitted for CDA approval within four weeks of contract award and shall be maintained and updated as and when required and minimally at each of the subsequent project gateways. The Project Quality Plan shall address:
    - a. Demonstrating the Consultant’s intention in committing to their Quality Management Plan.
    - b. Defining the responsibilities of the design team, QP(D), AC and how they will collaborate to maintain high levels of quality during the design phase.
    - c. The internal review process and its objectives (design review, authority compliance review, technical review, constructability review, maintainability

review, etc.).

- d. Conduct Compliance, technical, constructability, and maintainability reviews.
- e. The frequency & duration of these reviews (Minimum requirement at Milestone Submittals).
- f. Review participation (include participation by external expertise, if any).
- g. Intended action of these review outcomes.
- h. Explain how the Consultant shall implement the design quality checks of the BIM model in accordance with Section D General Requirements – BIM Employers Information Requirements.
- i. How the Consultant will perform CADD audits and conflict detection.
- j. Proposing a method to address design errors and/or deficiencies.
- k. Identifying a method that verifies quality standards are being utilized.
- l. Identifying checklists, standards, policies and procedures to be used to verify accuracy and completeness of the work.
- m. Documentation of the quality procedures in a format that is submitted to the CDA and is clear for verification and review.
- n. Setting out the overall quality management approach in respect of inspection, testing, integration tests, proof that concept of operations has been met. This shall include measures to ensure that the design intent and minimum quality standards are fully understood and met by the construction contractors for the Works.

N. Design Quality Control

- 1. Consultant shall fully embrace the use of CADD 3D files and BIM as part of the Design Quality Control process. This shall be used to facilitate a number of design quality checks in respect of clashes, design consistency and standardization.
- 2. Consultant shall implement an in-house but independent check on the completeness, accuracy, consistency and clarity of all construction drawings and specifications before tender invitation. This check shall be very thorough and comprehensive in nature. The results of this check and all supporting check sheets, overlays, mark-ups and the like shall be presented to CDA to fully demonstrate compliance with this obligation. All necessary remedial actions required as a result of this review shall be completed prior to tender.
- 3. System Audit Program
  - a. Consultant shall carry out internal audits of its quality management systems at least once every three months to appraise the satisfactory implementation of

the Project Quality Plan. The Consultant will also require Consultant members and Sub-Consultants to comply with the same internal audit requirements of their quality management systems.

- b. A schedule of planned audits shall be provided to CDA, who will be invited to observe.
- c. Consultant shall allow CDA or an assigned representative to conduct, at any time, a Design Quality Management Audit on any member of Consultant or their Sub-Consultants.
- d. Any observations and corrective actions raised from all audits shall be closed out to a timescale agreed with CDA.

#### **4.05 SCHEMATIC DESIGN (30% DESIGN COMPLETION)**

- A. Based on the mutually agreed upon Concept Design, the Agreed Cost of the Work, and Design Consultant’s schedule, Design Consultant shall prepare sufficient alternative approaches to design and construction with levels of specificity and detail consistent with industry standards of the Project to satisfy the City’s requirements and shall, at completion of this phase, submit Schematic Design Documents in accordance with the Contract. Design Consultant must obtain written approval from the PMT before proceeding with Phase 4 – Design Development Services.
- B. Design Consultant shall review alternative approaches to design and construction for the Project and the Schematic Design Documents as they are being prepared at intervals appropriate to the progress of the Project with the PMT and CMR. The Schematic Design Documents shall establish the design for all components of the Project. Design Consultant’s scope during this Project Phase is based on the Concept Design Report (program, Basis of Design, concept design), program schedule, and Agreed Cost of the Work.
- C. Schematic Design Documents shall further develop the conceptual design established in Phase 2- Concept Design and confirm that functional relationships for all components are adequate for the Project. Deliverables shall include drawings, lists of assumptions, updated programmatic criteria. Basis of Design report, preliminary design calculations, preliminary cost estimates, project schedules and investigative surveys.
- D. The Schematic Design Phase is completed upon the PMT’s approval of the Schematic Design Basis of Design Report.
- E. Program Comparative Analysis
  - 1. Design Consultant shall develop a comparison to the Program document based on the recommended Concept Design that will serve as the basis for tracking further Program requirements through Design Development.
- F. Schematic Design Deliverables

1. Deliverables shall include:

- a. Design Consultant’s letter of transmittal,
- b. Certification that the lead design professional in each discipline has coordinated deliverables with those of the other disciplines involved in the Project,
- c. Certification of compliance with Program, budget and schedule requirements,
- d. Drawings and outline specifications to communicate decisions and design developed to a Schematic Design level,
- e. Schematic Design Report,
- f. BIM or CADD 3D model as applicable including updated base drawings with topographic survey and field investigation data incorporated (BIM is required for the Tunnel Portion of the Project),
- g. Schematic level estimate of the probable Cost of the Work, and
- h. Electronic files of all deliverable items in their native language/format and PDF format.

G. Schematic Design Report

1. Design Consultant shall prepare a final report to assemble the Schematic Design information prepared under this Phase. The Schematic Design Report shall also include outstanding issues, identification of additional studies, if required, and recommendations of long-lead purchase items. The document will be prepared in draft, final draft, and final report form, 11 x 17 format, and will be issued in electronic format (including a PDF and native-format versions of the final report and full-resolution files of all included images).
2. The Schematic Design Report will include, but not limited to, the following sections:
  - a. Basis of Design – Updated from Concept Design for approved Owner changes
  - b. Existing Conditions Report
  - c. Geotechnical Report
  - d. Tunnel Structural Systems Report
  - e. MEP/FP Systems Report
  - f. Standards & Code Analysis Report
  - g. Security Assessment Report
  - h. Baggage Handling Integration Report
  - i. Signage and Graphics Report
  - j. Aircraft Maneuvering Plans

- k. Technology and Special Systems Report
  - l. Other Tunnel Special Systems Support Report
  - m. Energy and Sustainability Design Report and SAM Checksheet
  - n. Phasing and Implementation Plan
  - o. Airfield Civil & Electrical Report
  - p. Outline Specifications
3. Basis of Design
- a. The Basis of Design (BOD) is a critical element of the Schematic Design Report. It shall provide a comprehensive, detailed, technical, narrative description of the complete Project scopes of work and all components of the design in each discipline, to ensure that Design Consultant possesses a thorough understanding of the Project's scope (which may not be fully evident based on preliminary drawings submitted for phase review). It shall demonstrate that each discipline has sufficiently anticipated the requirements and features of the design through to completion. Failure to submit a comprehensive, detailed Basis of Design will cause the entire Schematic Design submittal to be rejected. Design Consultant shall update the BOD at subsequent submittals. (Please note: should there be any changes made from the BOD, those changes must be approved by CDA.)
  - b. The BOD shall primarily be a full narrative description of the Project as it will ultimately appear on the construction documents, summarizing the investigation findings and supported by the analyses and calculations from each design discipline. The BOD shall assemble all design information prepared under this Phase. It shall also include: a list of assumptions, a summary of the evolution of Schematic Design, beginning with the concept planning criteria documents, and comparative analysis of the design to the concept facility space program; a discussion of the overall design concept and massing and the specific concept for the terminal building; major design decisions with regards to systems, form, size, quantity, materials, appearance and quality; explanation of impacts on or by other projects; outstanding issues; identification of additional studies, if required; recommendations for long- lead purchase items, and identification of any outstanding issues and considerations to be resolved prior to beginning the next Phase of design.
  - c. The BOD shall include a detailed Design Schedule for the remaining phases of design and a preliminary construction schedule developed through coordination with the CMR.
  - d. The BOD shall be included in the Schematic Design Report and shall be updated from Concept Design.

4. Models and Renderings

- a. Design Consultant shall prepare CADD, 3D and BIM models of the Schematic Design, illustrating a three dimensional representation of the entire project site. The number of models will be appropriate to show the design of the facility at this Phase of design. The building and structures may be shown in simple detail showing the schematic forms, initial material considerations, and with only major openings indicated.
- b. Photographs of the massing and study models, renderings, and key stills from the model shall comprise the Models and Renderings to be included in the Schematic Design Report. Full-resolution electronic files of all included illustrations and renderings in their native format shall be delivered with the other electronic information.

5. Material and Finishes Report

- a. Definitions of general levels of finishes to be provided within operations areas will be specified. The level of finishes of each tenant space will be based regarding the leasing policy for various ORD tenants and Stakeholders.
- b. A narrative and photograph of the material and finishes board shall comprise the Material and Finishes Report to be included in the Schematic Design Report. Full resolution electronic files of all included pictures in their native format shall be delivered with the other electronic information.

6. Existing Conditions Report

- a. Design Consultant will be required to hire and direct a licensed surveying company to perform topographic survey and field investigations and prepare reports appropriate for the Project. In some instances, the CDA will gather or have available survey information that will be provided for the Consultant’s use. The survey and field investigation scope of work will include, at a minimum:
  - i. Gathering existing condition information from existing CADD files and available Record and As-Built drawings associated with the identified work areas both above ground and subsurface. This investigation should include information from the CDA, utility companies, City of Chicago Office of Underground Coordination (OUC), and other sources.
  - ii. After examination of available base mapping and survey information, Consultant will prepare requests for field survey(s) necessary to complete its design. Field surveys will be conducted by the Consultant unless otherwise directed by the CDA; if Consultant performs such survey(s), the cost shall be compensable as a Direct Cost or Subcontractor Cost.
  - iii. Field locate all obstructions not shown on existing drawings, including but not limited to, handholes, manholes, catch basins, abandoned structures.
  - iv. Prepare topographic surveys of the site and any adjacent areas which may

affect the project. The survey shall meet the minimum standard requirements for ALTA survey, latest edition.

- v. Survey and provide field investigation reports including elevations and inverts for any existing manholes or handholes for water, storm sewer, sanitary sewer, electrical, gas, communications, fuel, or other transmission lines/conduits. (All communications with Utility Companies, City Departments and other agencies must be coordinated through the CDA.)
  - vi. This work will include topographical survey and field investigation and reporting for other TAP elements and enabling works not directly identified in this scope but having direct or indirect impacts to the identified scope.
  - vii. Additional investigation of underground facilities and/or utilities may be required in critical areas. Upon request of the CDA ground penetrating radar and potholing or other similar testing/investigation may be performed by the selected consultant or completed in conjunction with the CMR.
- b. Preparation of the Existing Conditions Report shall be based on the information gathered and compiled by the consultant. The report shall include a summary of findings as well as updated CADD files. CADD files will include the field investigation information associated with the utility nodes for future integration into the City’s Geographic Information System. File format(s) will be as directed by the CDA. The Existing Conditions Report shall be included in the Schematic Design Report.

## 7. Geotechnical Engineering Report

- a. Design Consultant will be required to hire and direct a geotechnical engineering company to perform soil investigations and prepare reports appropriate for the Project. The geotechnical scope of work will include, at a minimum:
  - i. Gathering existing condition information from existing CDA geotechnical inventory and geotechnical reports and logs as well as Record and As-Built drawings associated with the identified work areas. This investigation should include information from the CDA and other sources.
  - ii. After examination of available geotechnical information, Consultant will prepare requests for geotechnical investigation necessary to complete its design. The geotechnical investigation will be conducted by the Consultant unless otherwise directed by the CDA; if Consultant performs investigation(s), the cost shall be compensable as a Direct Cost or Subcontractor Cost.
  - iii. Borings, corings and other soil sampling necessary to provide adequate design criteria for the subgrade and/or foundation types envisioned for the projects, pavement designs, and to establish construction requirements for the projects.



- iv. Borings, test pits, and other soil sampling necessary to provide adequate data to determine the suitability of on-site material to remain and be utilized for earthwork. This includes the classification of material to be used in structural embankments as well as classifying material that should be limited to areas outside of structures and aircraft loading or hauled off-site.
  - v. Laboratory and office analysis of the soil and/or rock samples, including rock quality and bearing capacity. In the case of embankments, settlement, consolidation and slope stability will be included in the analysis.
  - vi. Determination of the suitability of soils on site and determination whether they can be reused on site or require offsite disposal.
  - vii. This work will include geotechnical investigation and reporting for other TAP elements and enabling works not directly identified in this scope but having direct or indirect impacts to the identified scope.
- b. Preparation of the Geotechnical Report shall be based on the loads provided by the Design Consultant. In addition to design criteria for proposed structures, this report will consider impacts, if any, on adjacent existing or proposed structures. Sufficient data will be provided such that Design Consultant and CMR can prepare reasonable quantity and cost estimates for the proposed Work. The Geotechnical Report shall be included in the Schematic Design Report.
8. Tunnel Structural Systems Report
- a. The Terminal Structural Systems Report shall include a narrative indicating the building code under which the building structure is being designed and descriptions of the foundation system and roof structure, the approach to blast protection, and identification of any structural members that may require long lead times for procurement.
  - b. The report shall also include a design criteria table identifying live loads, dead loads, wind loads, and special loads (e.g. aircraft, aircraft pushback tractors, baggage tugs). A material properties table shall be included to identify required concrete strengths and ASTM standards for reinforcing and structural steel.
  - c. The Tunnels Structural Systems Report shall be included in the Schematic Design Report.
9. MEP/FP Systems Report
- a. The mechanical, electrical, plumbing and fire protection (MEP/FP) report shall include an assessment of the existing MEP/FP systems in and around the Project site and describe the method by which those services will be incorporated into the Project.
  - b. The plan for providing MEP/FP services to the Project site shall include design criteria for the heating, ventilating, and air conditioning system including air

distribution (including tenant areas), natural gas distribution, a discussion of building automation and controls systems, fire alarm and protection systems, electrical systems to provide power to all systems (provide list) including allowances for tenant areas, emergency power systems, grounding system, airline equipment battery charging systems, plumbing systems including aircraft potable water system and type/quantity of plumbing fixtures, the 400 Hz aircraft power system, the aircraft preconditioned air system, interior, exterior, and apron lighting systems, and lighting control systems.

- c. The MEP/FP Report shall be included in the Schematic Design Report.

#### 10. Standards & Code Analysis Report

- a. A code summary report shall be published summarizing applicable requirements for all disciplines, based on review of applicable codes and regulations of government agencies and underwriters having jurisdiction. Design Consultant along with the PMT shall directly contact each agency to confirm Design Consultant’s understanding of applicable codes and criteria.
- b. Documentation of regulatory agency requirements and Authority-Having-Jurisdiction (AHJ) requirements, and possible impacts of these requirements on project cost, scope and schedule shall be included in the report.
- c. The report shall address fire protection and life safety codes and will include tables and drawings depicting the occupancy and loading factors for each level of the building.
- d. The report shall also list all applicable Americans with Disabilities Act (ADA) requirements, identify key issues, and present the plan to comply with the requirements.
- e. The Code Analysis Report shall address primary requirements of applicable regulations. The analysis shall be submitted to the PMT in the Schematic Design Report.

#### 11. Security Assessment Report

- a. The Security Assessment Report shall provide a narrative discussing the design approach to address all security codes, standards, and guidelines. It will identify facility operational requirements and address the physical security provisions to be included in the design.
- b. The report will also include demarcation plans by level depicting boundaries between public, FIS sterile, security sterile, and SIDA/secured areas.
- c. The Security Assessment Report shall be included in the Schematic Design Report.

#### 12. Baggage Handling System Interface

- a. The Baggage Handling System (BHS) Report will include a narrative and line drawings with critical dimensions established for coordination. The designer will be responsible for coordinating with other design firms for the installation of airline provided baggage systems.
- b. The narrative will include a summary of the proposed BHS and system description. It will also include a discussion of alternatives considered during evolution of design as well as a description of proposed BHS equipment components including control systems, system functionality and environmental requirements. System operational noise levels, structural loading, clearances, elevations, electrical loads, and other miscellaneous coordination issues shall also be included.
- c. The report shall address the paths for normal and oversized baggage as well as non- conveyable items (e.g. pets) from the main and recheck check-in counters to all gates served by the terminal.
- d. While a baggage handling system simulation is not required at this stage, Design Consultant shall prepare a math model indicating transit times for inbound, outbound, and connecting baggage.
- e. The Baggage Handling System Interface Report shall be included in the Schematic Design Report.

#### 13. Signage and Graphics Report

- a. The Signage and Graphics report shall include a narrative discussion of the methodology, location plans indicating types and locations of signs for the new areas which incorporate signage interior and exterior sign location plans, signage concepts, type and color studies, symbols, and a list of messages.
- b. The Signage and Graphics Report shall be included in the Schematic Design Report.

#### 14. Aircraft Maneuvering Plans

- a. Design Consultant shall prepare aircraft maneuvering plans, coordinated with the airlines, airport operations the FAA control towers and the ARFF stations, for all aircraft expected to use the adjacent gates for all scenarios pursuant to the program document under which the concourse will operate. The plans will be coordinated with the Architecture Contracts and indicate taxi-in, pushback, and taxi-out paths to/from all gates from/to all adjacent taxiways via taxilanes as applicable to this Project. Aircraft holding positions and de-icing positions on the apron(s) will also be shown if required.
- b. The Aircraft Maneuvering Plans shall be included in the Schematic Design Report and be updated as required to produce documents that follow the direction of the FAA Advisory Circulars and airport operations.

15. Special Systems Report

- a. The Special Systems Report shall present an overview of all low-voltage systems applicable to the scope of services.
- b. The Special Systems Report shall be included in the Schematic Design Report.

16. Other Tunnel Systems Report

- a. The Other Tunnel Systems Report shall include design criteria for the any systems not previously addressed identified during design but not covered in another section of the Schematic Design Report.
- b. The Other Tunnel Systems Report shall be included in the Schematic Design Report.

17. Energy and Sustainability Design Report

- a. The Energy and Sustainability Report shall describe the plan for incorporating sustainability procedures and practices in the Project’s design, construction, and operation. Design Consultant shall during the course of design, strive to achieve a high-performance building standard that complies with the U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) standards without submission for LEED certification.
- b. The report shall include a narrative summarizing the results of a LEED audit to be performed by the Design Consultant and a table delineating each available LEED credit and whether it falls into the “yes” category (items for which the requirements for the credit were already included in the design or which could be incorporated with little or no additional effort), the “maybe” category (items for which credit is possible but which would require additional construction capital cost), or the “no” category (items for which the credit is not feasible, possible, or practical for this Project).
- c. The report shall include a presentation of the completed analysis of the maintainability aspects of the proposed schematic design and the total cost of ownership of building systems.
- d. Design Consultant shall coordinate recommended energy and sustainability Project opportunities with the CDA Sustainable Management Plan.
- e. The Energy and Sustainability Design Report shall be included in the Schematic Design Report.
- f. All Civil work will be designed in accordance with the Sustainable Airport Manual (SAM).

18. Phasing and Implementation Plan

- a. CDA must maintain operation of its existing facilities, including terminal

buildings, airside ramps and associated taxiways, and landside roadways, during construction of this Project. Design Consultant in collaboration with the PMT and CMR, shall perform a coordinated analysis of stakeholder needs, constructability issues, testing and Commissioning schedules, and integration with the Project Schedule, to form a basis of documentation of the phasing plans. Phasing studies shall include:

- i. Preliminary phasing plans, illustrating a proposed sequence of construction, in block plan format. The focus will be on “soft” issues, such as maintenance of operations and gate capacity, clarity of public circulation, extent of temporary partitions, and options for temporary gates.
- ii. Review of these preliminary diagrams with the City, PMT and project stakeholders to assess their impact on the proposed construction schedule (and vice versa).
- iii. Revision of phasing diagrams to reflect results of the review with City, PMT and project stakeholders.
- iv. Presentation of phasing diagrams to airline and tenant representatives.
- v. Identification of anticipated cost and schedule impacts related to the selected phasing approach.

#### 19. Airfield Civil & Electrical Report

- a. The Airfield Civil Report will require the elements of design that are required in conjunction with the design of Taxiways, Taxilanes, and other Airfield Items addressed within the Scope of this work. The report will contain exhibits, calculations, and a narrative relative to all off the major design elements. Design elements include, but are not limited to survey, horizontal and vertical geometry, Drainage, Lighting, Signing, Marking, pavement design, airfield typical section, restoration, applicable materials and earthwork management.

#### 20. Outline Specifications

- a. An outline specification, including major materials and equipment for the Project will be prepared following the current edition of The Construction Specifications Institute (CSI) Manual of Practice and Master Format Master List of Titles and Numbers for the Construction Industry. The list will establish the appropriate overall character and level of quality, and will be properly reflected in the estimate of the probable Cost of the Work.
- b. Design Consultant shall provide those specification sections for work typically described by Master Format Divisions 2-43. For Division 1, Design Consultant shall obtain from the PMT Project Manager the current version of the City Construction Contract General Conditions and Construction Contract Special Conditions and will develop, coordinating with the CMR (to eliminate conflicts

with the CMR Contract) and the PMT, all applicable Division 1 specification sections to include description of work restrictions, special access or security requirements and a detailed Summary of Work. Design Consultant will provide a complete listing of all specification sections in the Schematic Design Report (the Outline Specification itself is a separate deliverable as part of the Schematic Design Drawings and Specifications).

- c. For Airfield items, the specification outline and applicable specification sections may follow FAA and O’Hare standards that are outside of the CSI format.

#### 21. Cost Estimate

- a. Design Consultant’s cost estimate and technical memorandum on cost estimate reconciliation.

#### 22. Quality Control

- a. Design Consultant shall perform internal quality control reviews at the end of each Phase. The results of these interdisciplinary, peer and independent reviews shall be submitted to the PMT.

### **4.06 DESIGN DEVELOPMENT (60% DESIGN COMPLETION)**

- A. Based on the approved Schematic Design Documents and any adjustments to the Basis of Design or agreed Cost of the Work authorized by CDA, Design Consultant shall prepare, for approval by the PMT and review by the CMR, Design Development Documents that illustrate and describe the components of the Project, establish scope, cost, relationships, forms, size, appearance and quality. Deliverables shall consist of Drawings, Specifications and other documents required to fix and describe the size and character of the entire Project as to civil, architectural, structural, plumbing, fire protection, mechanical, electrical, and communication systems, materials and such other elements as may be appropriate.
- B. Design Consultant shall review the Design Development Documents as they are being prepared at intervals appropriate to the progress of the Project with CDA, PMT and CMR. Design Consultant must obtain written approval from the PMT before proceeding with this Phase of the Services.
- C. The CMAR will be expected to establish the Interim Guaranteed Maximum Price at completion of this Phase.
- D. Design Development Report
  - 1. Design Consultant shall prepare a final report to assemble the Design Development information prepared under this Phase. The Design Development Report shall also include outstanding issues, identification of additional studies, if required, and recommendations of long-lead purchase items. The document will be prepared in draft, final draft, and final report form, 11 x 17 format, and will be issued in

electronic format (including a PDF and native-format versions of the final report and full-resolution files of all included images).

2. The Design Development Report will include but not limited to the following sections as submitted under the previous Schematic Design Phase of services developed to the Design Development level:
    - a. Basis of Design – updated from Schematic Design
    - b. Tunnel Operations Report
    - c. BIM Models for the Tunnel
    - d. CADD Models for Airside elements
    - e. Geotechnical Report
    - f. Tunnel Structural Systems Report
    - g. MEP/FP Systems Report
    - h. Standards & Code Analysis Report
    - i. Security Assessment Report
    - j. Baggage Handling System Integration Report
    - k. Signage and Graphics Report
    - l. Stakeholders/Tenants Report
    - m. Aircraft Maneuvering Plans
    - n. Technology and Special Systems Report
    - o. Other Tunnel Special Systems Report
    - p. Energy and Sustainability Design Report and SAM Checksheet
    - q. Phasing and Implementation Plan
    - r. Specifications
  3. Design Consultant’s cost estimate and technical memorandum on cost estimate reconciliation.
- E. Procurement Package Documentation
1. Design Consultant shall provide multiple procurement package documents in collaboration with the CMR to support the construction schedule. The procurement packages will be released at different times, which will require Design Consultant to prioritize the work and provide separate design submittals for approval.
- F. Schematic Design Review Comments
1. Design Consultant shall respond in writing to the comments prepared by the Project

Team for the previously submitted Schematic Design Documents.

G. Drawings

1. Design Consultant shall provide drawings for the separate design submittals in the format as described within Section 7 of this Scope of Services.

H. Project Manual with Technical Specifications

1. Design Consultant shall provide the project manual for the individual design submittals in the format as described within Section 7 of this Scope of Services.

I. Quality Control

1. Design Consultant shall perform internal quality control reviews at the end of each Phase. The results of these interdisciplinary, peer and independent reviews shall be submitted to the City.

#### **4.07 CONSTRUCTION DOCUMENTS**

- A. The purpose of this phase is to prepare completed construction Contract Documents, satisfying all previous design review comments and suitable for public bidding and construction. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the agreed Cost of the Work and Project Schedule authorized by CDA, Design Consultant shall prepare, for approval by the CDA, Construction Documents consisting of Drawings, Specifications, cost estimate and schedule setting forth in detail the requirements for construction of the Project.

- B. Design Consultant must obtain a written Notice to Proceed (NTP) from CDA before proceeding with this Phase of the Services.

C. General Requirements

1. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the agreed Cost of the Work authorized by the PMT, Design Consultant shall prepare, for approval by the PMT and review by the CMR, Construction Documents consisting of Drawings and Specifications in accordance with City’s written requirements setting forth in detail the requirements for construction of the Project, including, without limitation, requirements contained in the Contract.
2. Design Consultant will be responsible for managing the design to stay within the agreed Interim GMP. Design Consultant shall review the Construction Documents as they are being prepared at intervals appropriate to the progress of the Project with CDA, the PMT and CMR. The CMR will be expected to establish the GMP at the completion of this phase of work.
3. Design Consultant shall advise CDA, the PMT and CMR on matters such as construction phasing and scheduling, bid or proposal alternates, special cash



allowances, the construction contract time period, and other construction issues appropriate for the Project. Design Consultant shall assist the PMT and CMR in the preparation of the necessary bidding information, bidding forms, RFP information, and RFP forms, and the Conditions of the Contract.

D. Design Development Review Comments

1. Design Consultant shall respond in writing to the comments prepared by the PMT for the previously submitted Design Development Documents.

E. Procurement Review (90% Design Completion)

1. The purpose of this submittal is to determine that all major features of design are progressing in accordance with prior direction, that major engineering decisions have been made, that most drawings and other documents are well advanced, and that general plans and sections of the drawings and calculations are appropriately advanced. This submittal is also to demonstrate agreement with the practices, policies, criteria, directives and standards that have been adopted and approved by the PMT for the Project.

F. Construction Documents (Final Review)

1. This submittal shall comprise completed construction Contract Documents, satisfying all previous review comments and suitable for public bidding and construction. Final quality control elements performed by Design Consultant such as inter-discipline coordination, peer reviews and document and calculation checking shall be completed and incorporated. Any work remaining at this stage shall be only minor corrections to resolve discrepancies discovered during the final review. Included as part of this design submittal will be a construction submittal schedule, which will list all items by specification section, that is to be submitted by the CMR for review and approval.

G. Construction Documents (100% Design Completion)

1. Design Consultant shall provide multiple procurement package documents in collaboration with CDA, the PMT and CMR to support the construction schedule. The construction packages will be released at different times, which will require Design Consultant to prioritize the work and provide separate design submittals for approval.

H. Quality Control

1. Design Consultant shall perform internal quality control reviews at the end of each Phase. The results of these interdisciplinary, peer and independent reviews shall be submitted to the PMT.

#### **4.08 BID PACKAGING AND PERMITTING**

- A. In conjunction with the development of the Guaranteed Maximum Price and at other

times as appropriate to the Project, Design Consultant shall assist CDA, the PMT, and CMAR by answering inquiries from bidders and proposers at the City’s request, and shall prepare and issue any necessary addenda to the bidding or proposal documents.

- B. Design Consultant is responsible for designing the Project in accordance with all applicable local, state, and federal codes and standards to enable permits to be obtained from the City of Chicago and other governmental agencies for approval and/or construction.
- C. Design Consultant will be required to fill out Permit Application forms as required by the PMT.

#### **4.09 CONSTRUCTION PHASE SERVICES**

##### **A. General**

- 1. Design Consultant must obtain a written Notice to Proceed (NTP) from the City before proceeding with this phase of the Services.

##### **B. Authority**

- 1. Design Consultant will advise and consult with CDA and the PMT during Construction Services. Design Consultant will have authority to act on behalf of CDA only to the extent provided in Contract. Design Consultant will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor will the Design Consultant be responsible for the CMR’s failure to perform the Work in accordance with the requirements of the Contract Documents.

##### **C. Project Site Visits**

- 1. Design Consultant shall have responsible staff to observe and record in a report format on the Work while it is in progress. Staff will be expected to be onsite and will be provided space within the PMO Building, during any construction activity that is taking place for review of such work and consultation with CDA, the PMT team and the CMR. Staff shall have requisite skills and experience that constitute the disciplines of work they are responsible for and representative of the key sub consultants utilized on the Project. They may be asked to participate in weekly construction meetings.
  - a. Staff will primarily be the interface and resolution coordinators for field issues encountered during construction and the home design team staff.
  - b. Staff shall also report to the PMT immediately any and all observations of the CMR/Contractor to include but not limited to any:
    - i. Safety concerns or hazards observed on the site; and/or
    - ii. Work in progress or in place that deviates from the Contract Documents.

2. Deviations from the most recent construction schedule submitted by the CMR; and any and all defects and deficiencies observed in the work. Principals and or Project Managers will be required to periodically visit the Project site at regular intervals or as otherwise agreed to by the PMT and Design Consultant, to become familiar with progress and quality of the portion of the Work completed, and to determine if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, Design Consultant will keep CDA and the PMT informed about the progress and quality of the portion of the Work completed, and report to the PMT known:
  - a. Deviations from the Contract Documents;
  - b. Deviations from the most recent construction schedule submitted by the CMR/Contractor; and
  - c. Defects and deficiencies observed in the Work.
- D. Non-Conforming Work
  1. Design Consultant will advise the PMT when it is necessary to reject Work that does not conform to the Contract Documents. Whenever Design Consultant considers it necessary or advisable, Design Consultant will have the authority to require inspection or testing of the Work in accordance with provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. Neither this authority of the Design Consultant nor a decision made in good faith either to exercise or not to exercise such authority will give rise to a duty or responsibility of the Design Consultant to the CMR, Subcontractors to the CMR, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- E. Interpret Contract Documents
  1. Design Consultant will advise on matters concerning the requirements of the Contract Documents on written request of CDA or the PMT. Design Consultant’s response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Interpretations and decisions of Design Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.
- F. Certificates for Payment to CMR/Contractor for Construction
  1. Design Consultant will be asked to consult with the PMT for the review of the CMR/Contractor progress payment applications. Based on observations, test reports and other collected and witnessed data, Design Consultant may be asked to concur that the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are

subject to:

- a. An evaluation of the Work for conformance with the Contract Documents upon Substantial Completion;
- b. Results of subsequent tests and inspections;
- c. Correction of minor deviations from the Contract Documents prior to completion; and
- d. Specific qualifications expressed by Design Consultant.

G. Submittals

1. In accordance with the approved submittal schedule, Design Consultant will review and approve or take other appropriate action upon the CMR’s/Contractor’s submittals such as Shop Drawings, Product Data and Samples (collectively “Submittals”) as follows:
  - a. Design Consultant will review submittals and return comments to the PMT within twenty- one (21) Calendar Days or as mutually agreed upon by Design Consultant, CMR and PMT. Design Consultant’s action in reviewing submittals will be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in Design Consultant’s professional judgment to permit adequate review. Basic Services include no more than two (2) reviews per each submittal. Design Consultant will review each submittal after the CMR/Contractor provides written confirmation that it conforms to: (a) the requirements of the Contract Documents (or reflects approved deviations therefrom); (b) existing field conditions; and (c) other conditions that affect incorporation of the submittal into the Work.
  - b. Design Consultant will review each submittal only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of a Submittal is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CMR’s/Contractor’s responsibility. Design Consultant’s review will not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures.
  - c. If the Contract Documents specifically require the CMR to provide professional design services or certifications by a design professional related to systems, materials or equipment, Design Consultant will specify the appropriate performance and design criteria that such services must satisfy. Design Consultant will review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the CMR/Contractor

that bear such professional’s seal and signature when submitted to Design Consultant. Design Consultant will be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by such design professionals.

- d. Design Consultant will maintain a record of submittals and copies of submittals supplied by the CMR/Contractor in accordance with the requirements of the Contract Documents.

#### H. Requests for Information

1. Design Consultant will review properly prepared, timely requests by the CMR or the PMT for additional information about the Contract Documents (“RFI”). A properly prepared RFI about the Contract Documents will be in a form prepared or approved by CDA and the PMT and will include a detailed written statement that indicates the specific drawings or specifications in need of clarification and the nature of the clarification requested. Design Consultant may provide additional requirements for RFIs in the Contract Documents and may return without response any request that does not reasonably comply with the requirements stated in the Contract Documents. Design Consultant’s response to RFIs will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, Design Consultant will prepare and issue supplemental drawings and specifications in response to RFIs.

#### I. Changes in the Work

1. Design Consultant may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and that do not involve an adjustment in the Cost of the Work or an extension of the time for performance of Work. If requested by the PMT, Design Consultant will prepare documents in support of Change Orders and construction change directives for the PMT approval and execution in accordance with the Contract Documents. Design Consultant will maintain records relative to changes in the Work.

#### J. Project Completion

1. Design Consultant will:
  - a. Conduct inspections to determine the date or dates of Substantial Completion and the date of Final Completion;
  - b. Review with CDA and the PMT Certificates of Substantial Completion;
  - c. Review from the CMR and forward to the PMT, for the City’s review and records, written warranties and related documents required by the Contract Documents and assembled by the CMR; and
  - d. Review the final certificate for payment based upon a final inspection indicating

the Work complies with the requirements of the Contract Documents. Design Consultant’s inspections will be conducted with the PMT to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CMR for Work to be completed or corrected.

2. When the Work is found to be substantially complete, Design Consultant will inform the PMT about the balance of the Cost of the Work remaining to be paid the CMR.

#### **4.10 POST-CONSTRUCTION SERVICES**

- A. Refer to the Contract for the Scope of Services.

### **SECTION 5 – DESIGN QUALITY MANAGEMENT**

#### **5.01 OVERVIEW**

- A. Quality management of the Construction Documents is the overall responsibility of Design Consultant. Other parties including CDA, the PMT and CMR; however, are integral to the success of this Project and also have a role in the quality management process.

#### **5.02 DESIGN QUALITY MANAGEMENT WORKSHOP**

- A. Design Consultant will hold a quality management workshop at the beginning of the Project to describe quality expectations and procedures to be used throughout the Project. Workshop participants will include CDA, the PMT and CMR representatives; and Design Consultant team representatives from architecture, interior design, structural and MEP/FP. Design Consultant will prepare an agenda, presentation and handout materials in advance of the workshop, conduct the entire workshop, and then prepare and distribute a summary of the workshop to all participants.

#### **5.03 DESIGN QUALITY MANAGEMENT COORDINATION MEETINGS**

- A. Design Consultant will hold quality management coordination meetings that will include Design Consultant Project Manager and other key management personnel, the PMT quality management lead, the PMT Design Manager, and PMT participants to communicate changes to the design or other documents as a result of the design review process, and to describe upcoming reviews.
- B. Schedule and frequency of quality management coordination meetings will be outlined during the quality management workshop and may be scheduled to occur as needed and as a minimum on a quarterly basis, depending upon the design review schedule.
- C. Design Consultant will prepare and present to the Project Team the current status of the design efforts and assure design issues are well documented with associated required resolution dates.

#### **5.04 PROJECT ADMINISTRATION INITIAL REVIEW**

- A. Design Consultant will hold a project administration review meeting after Design Consultant reviews the initial project administration submittals as described in Section 3 of this Scope of Services. The Design Team will create drafts of the team’s organization chart, baseline schedule, monthly progress report template, data collection plans, and project coordination procedures for review by the PMT. Following this meeting, Design Consultant will update these deliverables as necessary and submit to the PMT for review.

#### **5.05 DESIGN REVIEW PROCESS**

- A. The following section represent the currently anticipated Design Review Process. The CDA at its discretion may provide updates to this process at a later time that will update or alter this process.

##### **1. In-Progress Design Reviews**

- a. Design Consultant will upload design progress documents and project issues as required for weekly progress meetings. The CMR and PMT will be responsible for downloading those documents for routine review of the design progress at appropriate intervals for each discipline.

It is the intent of this activity to identify, as early as possible, potential design issues and bring those issues to Design Consultant’s attention. It is Design Consultant’s responsibility to address issues either through discussion or through the design review process.

- b. All comments and questions from in-progress reviews will be transmitted to the PMT for assessment. The PMT will determine whether the issue has been previously addressed or will be addressed in subsequent Phases and thus does not warrant Design Consultant involvement; or that the comment should be passed on to the Design Consultant to be addressed.
- c. If a comment is deemed to require response by the Design Consultant, the commenter will be responsible for entering the comment on a project issues database under the appropriate discipline. Design Consultant will either immediately address the issue, notifying the Design Consultant Project Manager of the change, convene an internal meeting to discuss the issue followed by a follow-up discussion with the commenter, or work with the commenter to convene a design meeting with appropriate PMT and/or CMR staff members. Resolution of the issue will be entered by the commenter on the project issues database, and the PMT shall ensure that this entry has occurred.
- d. Design Consultant will submit draft design Documents and specifications to the PMT for review and distribution to respective reviewing teams at each Phase of design as described in the following tables.

i. Reviews are defined as either Functional or Technical:

	Functional Review	Technical (Design Assurance) Review
Purpose	A review to confirm that the design functions as intended	An audit of the project at end-of phase
Review	Program Management Team, Airlines, and other ITRP Stakeholders	External resources, conducted through contracted PMSS or third-party reviewer(s)
Timing	As noted in the Table below	End of Schematic, Design Development and Construction Documents
Response Expectations	Design Consultant must respond to review comments in writing within 21 Calendar Days	Design Consultant must respond to comments in writing within 21 Calendar Days

ii. Review Requirements by Phase\*:

Phase	Phase Title	Progress	End of Phase
1	Pre-Design	Not Applicable	Functional Review
2	Concept Design	Not Applicable	Functional Review
3	Schematic Design	Functional Review	Functional Review, Technical Review
4	Design Development	Functional Review	Functional Review, Technical Review
5	Procurement Review	Functional Review	Functional Review, Technical Review
6	Construction Documents	Functional Review	Functional Review, Technical Review

\*The number of reviews per Phase will be determined by the PMT.

2. Coordination Meetings

- a. Design Consultant will hold design coordination meetings near the end of each design Phase, bringing all major disciplines together to review the design



Documents and coordinate design to remove potential conflicts and resolve design issues.

- b. Upon completion of the coordination meetings, Design Consultant will update the design for a quality assurance design review by the PMT.

3. Quality Assurance Design Reviews

- a. Design Consultant will submit the design and specifications to the PMT quality assurance team for review and comment prior to formal interim and end of phase reviews. Design Consultant will conduct a pre-review meeting with the quality assurance team to describe design progress, what has been done to address comments on previous design phase, and any major decisions that have been made during the course of the current design phase.
- b. The PMT quality assurance team will then conduct a quality review of the design Documents with notes on the drawings and specifications in preparation for design review meetings.

4. Design Review Meetings

- a. Design Consultant will conduct a design review meeting after completion of PMT quality assurance design reviews to discuss all design concerns and to make sure there are no conflicting comments and there is general agreement on changes that the Design Consultant will implement.

5. Revised Draft Design and Comment Tracking

- a. Design Consultant will then update the design based on agreed-upon changes from the PMT quality assurance team and then submit that design to the PMT. Every comment from the PMT quality assurance team will be noted in a review matrix and notations will be provided as to the status of changes related to that design. The matrix will be supplied to the PMT quality assurance team for review when the documents are submitted to the PMT.

6. Design Submittal Preliminary Review Meeting

- a. Upon completion of each design Phase and following the quality assurance design review procedures, Design Consultant will submit the design deliverables to the PMT for review and comment. Design Consultant will conduct a pre-review meeting with CDA and the PMT to describe the progress of the design, what has been done to address comments on previous design phases and any major decisions that have been made during the course of the current design Phase. Design Consultant will then submit the design and specifications to the PMT for review and comment.
- b. Each design Phase will have an end of phase formal review. Schematic Design, Design Development and Construction Document Phases will each have at a

minimum, one (1) additional formal review at 50% completion level for each phase. Design Consultant shall incorporate comments prepared by reviewers into the next design Phase and shall provide a response with a report indicating action taken on all comments and comment location in the next Phase.

7. Design Submittal Reviews

a. The following design submittal review process applies to all design submittals, but the review periods vary.

i. General

(a) Design Consultant will submit a draft of the submittal to the Project Management Team upon completion of an internal quality review and quality assurance review. The PMT will be responsible for developing one set of review comments, resolving conflicts within CDA and the PMT, and delivering that review set to Design Consultant. Design Consultant will evaluate the review comments, contact the PMT for clarification or to discuss comments that Design Consultant disagrees with, update the deliverable, and resubmit the final document to the PMT.

(b) It is the intent of all parties to conduct only one (1) review session for each deliverable. It is the responsibility of Design Consultant to provide the most complete draft deliverable possible, and to effectively and openly address the review comments. It is the responsibility of the PMT to ensure that there is only one (1) set of review comments delivered to Design Consultant, and that those comments represent consensus within both parties.

ii. Review Comments

(a) It will be the PMT Design Manager’s responsibility to combine all comments from all reviewers, address and resolve conflicting comments, and deliver one (1) set of comments to the Design Consultant for response. Design Consultant will only address the combined set of review comments and will be responsible for tracking only those comments to their conclusion.

(b) Review comments will be submitted in a matrix format that allows Design Consultant the ability to respond to comments on a single form. On the form, the Design Consultant will note either one of the following:

(i) The comment has been accepted as is and addressed immediately in the current design phase with a notation that allows the PMT to immediately see the change.

- (ii) The comment requires some further discussion to determine the best course of action.
- (iii) Design Consultant recommends the comment not be incorporated with a notation for the reason for the recommendation.
- (iv) The comment will be addressed in subsequent phases and specifically how it will be addressed.

#### 8. Design Review Meeting

- a. Design Consultant will facilitate and participate in one review meeting per design submittal to clarify review comments, to discuss comments that are expected to be rejected, and to resolve discrepancies.
- b. PMT will develop the agenda working with CDA and the CMR to identify critical issues that require discussion at the meeting.
- c. Design Consultant will prepare a summary of the meeting describing decisions reached on issues identified in the agenda including any immediate action items, and will update the review comment matrix. Design Consultant will submit the meeting summary and updated review comment matrix to the Program Management Team within five (5) Calendar Days of the meeting.

#### 9. Resolution and Tracking

- a. Design Consultant will be responsible for updating the review comment matrix prepared for each design submittal review to be included in subsequent design submittals. The matrix will clearly show how each comment has been addressed and will note the drawing sheet and specification number where the change(s) have been made.
- b. It is the intent of all parties to resolve review comments as quickly and efficiently as possible and not carry those review comments past the subsequent design submittal. Comments that cannot be resolved quickly because certain data may be required, or some clarification meeting is necessary will be included in a project issues database. Design Consultant will be responsible for entering that issue into the database and tracking that issue through until it is resolved.

### **SECTION 6 – CMR COORDINATION**

#### **6.01 OVERVIEW**

- A. The City will retain the services of multiple Construction Manager’s at Risk contracts (CMR) and Design Consultant will be required to coordinate with each of the CMR teams. The CMR’s will provide independent construction cost estimating services as well as constructability guidance.
- B. Design Consultant will be expected to collaborate and jointly develop a buildable design

that achieves the Design to Budget expectations throughout the entire design and construction process.

- C. It is anticipated that most projects within TAP will be delivered under CMR delivery, however, it is also possible that some projects will follow a traditional design, bid, build delivery.

## **6.02 CMR KICKOFF MEETING**

- A. PMT will arrange for and conduct a meeting between Design Consultant, CMR, and Sub consultants to confirm roles and responsibilities and other issues pertinent to effective coordination.
- B. Design Consultant will present the overall approach to the design process including the team organization and interface with the CMR, Design Schedule and important coordination requirements.
- C. PMT will develop an agenda in discussions with all parties and distribute that agenda at least five (5) Calendar Days prior to the meeting. Design Consultant will also develop meeting notes focusing on action items and agreed upon coordination procedures, and distribute to all attendees within five (5) Calendar Days of the meeting. Design Consultant will update the notes based on comments received, distribute to attendees, and make available on a Project website.

## **6.03 CMR COORDINATION PROCEDURES**

- A. Design Consultant, working with the PMT, will coordinate with the CMR as follows:
  - 1. Project Management Meetings – The CMR will be invited to attend all Project Status meetings to understand how the Project is progressing. The CMR will receive agenda and meeting notes from the Design Consultant.
  - 2. Design Review Meetings – The CMR will be invited to attend all design review meetings to provide input on design, constructability, and cost issues.
  - 3. Supplemental Meetings – The CMR may be invited to supplemental Project Status meetings depending on the agenda.
  - 4. Access to the Project Website – The CMR will be given access to the Project website to allow continual review of design progress, monitor adherence to the schedule, and view issues.
  - 5. CMR Coordination Meetings – Design Consultant will arrange for and conduct CMR coordination meetings as needed that will focus on issues specifically related to construction, cost estimates, and coordination.
  - 6. Other Topic-Specific Meetings – Design Consultant and PMT will be available to attend additional project meetings requested by the CMR to discuss issues of concern. These meetings may be held in conjunction with regularly scheduled or

supplemental project status meetings.

#### **6.04 CONSTRUCTABILITY AND COST ASSESSMENTS**

- A. CMR will periodically, but at a minimum of once per month, review the progress of design as discussed and provide comments to the Design Consultant. The primary intent of this effort is to evaluate the design for potential cost savings, improved construction methods, and additional information that may be useful to improve the completeness of the design.
- B. These comments will be placed in a section of the Project website and reviewed at a minimum monthly by the Design Consultant to assess the recommendations and determine which should be incorporated into the design.
- C. At the quality management coordination meetings, Design Consultant will identify those CMR recommendations that have not and/or will not be addressed and provide documentation of the reasons for those decisions. The final determination on whether to incorporate a CMR recommendation will be made by the PMT. Design Consultant shall not incorporate CMR-recommended changes to the design without PMT approval.

#### **6.05 CONSTRUCTION PHASING AND PROCUREMENT PACKAGE STRATEGY**

- A. Construction Phasing
  - 1. Design Consultant’s responsibility will be to provide input in the development of the phasing plan, identify issues of concern, and work with the CMR to address critical phasing issues that may affect the design.
  - 2. Design Consultant will review phasing and conduct a meeting with the PMT where issues will be identified, discussed and resolved. Impacts of the phasing on the design will be identified and any impacts on the Design Schedule, scope or budget will be identified and resolved at the next Project status meeting.
- B. Procurement (Bid) Package Strategy
  - 1. CMR will make recommendations to the PMT regarding organization of the Construction Documents to facilitate the soliciting of offers and the awarding of construction subcontracts in a manner that expedites construction within a phased or staged construction approach. The recommendations will take into consideration such factors as maintaining airport operations, time of performance, type and scope of work, availability of labor and materials, overlapping trade jurisdictions, provisions for phased demolition of existing facilities, code restrictions, and other constraints.
  - 2. CMR will identify equipment or material requiring extended delivery times and advise PMT on expedited procurement of those items. The CMR will advise the PMT and Design Consultant on the preparation of performance specifications and requests for technical proposals for the procurement and installation of systems and

components and for the procurement of long lead items.

3. CMR will review the Construction Documents with the PMT to eliminate areas of conflict and overlap in the work to be performed by the various Subcontractors or the City’s separate contractors. CMR will develop a procurement package strategy in coordination with Design Consultant that addresses the entire scope of Work for each phase of the Project. The procurement package strategy shall be reviewed with CDA and the PMT on a regular basis and revised throughout the buyout of the Project so as to best promote the interests of the Project and CDA.

## **SECTION 7 – DESIGN SUBMITTAL PRODUCTION STANDARDS**

The following section represent the currently anticipated Design Submittal Production Standards. The CDA at its discretion may provide updates to these Standards at a later time that will update or alter these standards.

### **7.01 DEFINITIONS**

- A. PMT BIM (Building Information Modeling) Manager leads BIM implementation and oversees the BIM application to the program.
- B. Design Consultant BIM Manager leads the BIM implementation and oversight for the Design Consultant.
- C. Construction Manager at Risk BIM Manager (CMR BIM Manager) leads the BIM implementation and oversight for the Construction Manager at Risk (CMR).
- D. Design Model(s): created and developed by the Design Consultant in order to develop the project design.
- E. Construction Model(s): created by the CMR from the Design Model in order to develop and fulfill the construction needs.
- F. As-Built Model(s): prepared by the CMR to show on-site changes to the original Construction Models.
- G. Record Model(s): prepared by the Design Consultant from the Design Model and reflect on-site changes from any Design Build Contractor (i.e. fire suppression systems) noted in the As-Built Models.

### **7.02 BIM INTENT**

- A. PMT requires that project documentation be created using Building Information Modeling (BIM) processes and software. The intent is to leverage technology to create spatial and data accurate models of the engineering, architectural, structural, civil and building systems elements that provide value through design, construction and into operation and maintenance of the airport facilities and infrastructure. The Construction Manager at Risk (CMR) and Design Consultant shall be expected to freely and openly exchange models and data within a collaborative environment. Development of the models will include collaborative efforts between the CMR and Design Consultant teams with oversight from the PMT. It is the intent of this section to provide an overview of

the use of BIM on this Project and overall Program. A detailed BIM Project Execution Plan will be developed through a series of workshops with stakeholders and will be appended to this scope once complete. The fundamental use and purpose of the BIM for this Project will be to accomplish the following objectives:

1. Deliver an integrated, coordinated, and constructible design.
  2. Generate Construction Documentation from Design Models.
  3. Share Models and Model data with extended team to leverage information across disciplines.
  4. Maintain and update all Models throughout design and construction incorporating all addenda, bulletins, and documented modifications during construction.
  5. Deliver a data-rich Record Model at project close-out for use with the CDA FM/Asset Management System.
- B. Model(s) developed for the Project may be utilized for multiple purposes including, but not limited to: design, documentation, building systems spatial coordination, interference checking, record drawings, cost estimation, schedule analysis, project controls, commissioning, and operations and maintenance. The extent to which each model can be utilized will be decided and documented during BIM Project Execution Plan workshops with CDA, the PMT, Design Consultant, and CMR.

### **7.03 DRAWING CONVENTIONS FOR DOCUMENTATION**

- A. All files are specific to the Project and must be organized and delivered in a manner that facilitates the production of Construction Documents, record documents, as-built documents and other project submittals. Project files including building and site models, details, sheets, schedules, text, database, symbols, borders, title blocks, and other files used in the creation of project deliverables shall comply with CDA documentation standards.

### **7.04 DESIGN SUBMITTAL FILE FORMATS**

- A. Design Consultant shall submit drawings electronically at each deliverable Milestone in the following formats:
1. All files and documents used to create design submittals shall be submitted in both native authoring format, PDF format as well as any prescribed deliverable format.
  2. All Models and CAD files shall be delivered with horizontal and vertical datum as defined in the CDA CAD/Geospatial Data Standards and Procedures.
  3. All electronic deliverables shall include a description of content, required links, references, etc. required for use.
- B. BIM Model and design drawings shall be delivered in the following formats:
1. Autodesk Revit native Model(s) used to generate documentation with approved

CDA version.

2. Autodesk Civil3D native Model(s) used to generate documentation with approved CDA version.
3. An Autodesk Navisworks. NWC containing each model’s specific scope with approved CDA version.
4. Autodesk AutoCAD 2D files for each sheet compliant to CDA BIM standards.
5. PDF of each drawing.

## **SECTION 8 – ASIS/ BIM REQUIREMENTS**

The following section represent the currently anticipated ASIS/BIM Requirements the CDA at its discretion may provide updates to these Requirements at a later time that will update or alter these Requirements.

### **8.01 GENERAL**

- A. CDA maintains CADD/Geospatial Data Standards and Procedures to address Airport Spatial Information System (ASIS) general requirements and CAD drawing standards. This includes an AutoCAD drawing-layering standard for consistency on CDA projects. For this Project, CDA, the PMT, and the Design Consultant will jointly develop standards and procedures within the BIM Project Execution Plan for delivering the Project using BIM processes and tools.
- B. CDA maintains CDA BIM Standards and Procedures to address Airport Building Information Modeling general requirements.
- C. A key factor in the creation and maintenance of the use of BIM is direct access to Record Models and As-Built Model that will be readily available to CDA operations and maintenance staff for preventive and predictive maintenance and for planning future facility modifications. The Record Models and As-Built Models must contain information required by CDA operations and maintenance as determined through the BIM Project Execution Plan workshops.
- D. CDA will provide access to the CADD/Geospatial Data Standards and Procedures and the CDA BIM Standards and Procedures to the Design Consultant.

### **8.02 ORGANIZATIONAL ROLES**

- A. Design Consultant BIM Manager

Design Consultant BIM Manager will lead the efforts for creating and managing the Design Models for the extended Design Team. Design Consultant BIM Manager will be the primary point of contact for the Design Team including all Subconsultants and will represent the Design Team in development and application of BIM Project Execution Plan. Design Consultant BIM Manager will direct, and coordinate the work of Subconsultants to ensure that Subconsultants’ BIM-based work products are



seamlessly integrated into the project and result in accurate Construction Documents meeting CDA BIM Standards. Design Consultant BIM Manager will work closely with the CMR and PMT to incorporate design phase feedback; transition the model to construction phase integration, and represent the Design Team in all BIM related meetings and workshops, as well as developing accurate Record Models.

### **8.03 BIM EXECUTION PLAN**

- A. PMT jointly with Design Consultant and CMR will develop a BIM Project Execution Plan to provide a framework for deploying BIM technology on the Project that will also integrate with CDA facility management software systems. The BIM Project Execution Plan will document detailed BIM use on the project including roles and responsibilities of each party, relevant business processes, as well as software and hardware requirements and recommendations. The BIM Project Execution Plan will be completed in conjunction with the CDA.

### **8.04 INTERFERENCE CHECKS**

- A. Design Consultant in collaboration with the CMR shall coordinate the Design Models to eliminate or minimize conflicts between design elements to the greatest feasible extent. Prior to every transmittal of design files, Design Consultant shall coordinate the Design Models and check for clashes between model elements. Design Consultant will be responsible for presentation and documentation of interference checks/clashes and resolutions during the design phase. The CMR will be responsible for presentation and documentation of interference checks/clashes and resolutions during the construction phase to the greatest feasible extent. The PMT, CMR and Design Consultant will collaborate in the resolution of interferences and clashes through all phases of the Project to enable identification of the best solution that addresses both design and construction considerations. Specific processes, meetings and reports will be defined in the BIM Project Execution Plan workshops.

### **8.05 CONSTRUCTION PHASE DELIVERABLES**

- A. CMR BIM Manager will keep Design Consultant current with any construction coordination or field changes affecting the model throughout the construction phase. Design Consultant shall support this effort with updates provided in response to RFI’s, CDA requested changes, and other design modifications affecting the model. The CMR will provide the final coordinated trade construction and/or fabrication models in native file format, as well as a federated Navisworks model to CDA at the end of construction.
- B. After receiving the CMR’s As-Built drawings and As-Built Models, Design Consultant shall revise the BIM Design Model to within tolerances and scope as defined in the BIM Project Execution Plan, to incorporate all addenda, all Change Orders, and modifications and deliver the final Record Model to CDA as part of project close-out documents. The deliverables at the minimum shall contain:

1. Autodesk Revit native Model used to generate documentation with approved CDA version.
2. Autodesk Civil3D native model used to generate documentation with approved CDA version.
3. An Autodesk Navisworks NWC containing each model’s specific scope with approved CDA version.
4. Autodesk AutoCAD 2D files for each sheet compliant to CDA BIM standards.
5. PDF of each drawing.

## **SECTION 9 – ENERGY AND SUSTAINABILITY**

### **9.01 INTRODUCTION**

- A. While sustainability and energy conservation are critical factors in the determination of system design concepts and in the selection of building materials, the City will not seek the U.S. Green Building Council Leadership in Energy and Environmental Design (LEEDTM) certification for the Project. Design Consultant; however, shall design the Project to include energy and sustainability measures as appropriate to the Project for the City’s review, using the LEEDTM certification rating system for new building design and construction as a guide. The City CDA defined an aspiration that the initiatives equivalent to LEED Gold be considered during design and construction, as well as including the consideration of all cost effective sustainable measures, defined as cost effective in consideration of total cost of ownership.
- B. Design Consultant will be expected and required to consider the facility design to qualify for energy program incentives and then document and request such incentive payments. The incentive payments received, if any, shall be credited to the City.

### **9.02 SUSTAINABLE MANAGEMENT PLAN**

- A. CDA maintains a Sustainable Airport Manual (SAM). The SAM is a comprehensive guidance manual created by the Chicago Department of Aviation (CDA) to incorporate and track sustainability in administrative procedures, planning, design and construction, operations and maintenance, and concessions and tenants with minimal impact to project schedules or budgets. Design Consultant shall utilize these principles in its design.

### **9.03 LIFE CYCLE COST ANALYSIS**

- A. Design Consultant shall perform Life Cycle Cost Analysis (LCCA) for the life time period as delineated by the PMT, minimum 20-year service life, to select design alternatives related to all energy and water consuming devices and to materials and finishes for total cost of ownership that reflects overall building operation and maintenance that are the most cost effective.

- B. Design Consultant shall specify systems that present the least cost (in net present value terms) and that demonstrate simple payback of five (5) years or less. Consider the life-cycle cost (total cost of ownership) of implementing energy efficient and water conserving technologies, including the use of renewable energy sources, in the Project. The systems to be considered for LCCA include, but are not limited to: systems such as HVAC, heat recovery, renewable energy, and variable air volume; motors and drives; building envelope; lighting; controls; and sustainable building material where feasible.
- C. Design Consultant is expected to be familiar with economic analyses required to perform LCCA. All LCCA for project design alternatives should be completed no later than conclusion of Design Development.

## **SECTION 10 – COMMISSIONING AND ACTIVATION**

### **10.01 OVERVIEW**

- A. Commissioning refers to a systematic process confirming that building systems have been installed, properly started, and consistently operated according to criteria set forth in the Contract Documents, that all systems are complete and functioning in accordance with Design Consultant’s Basis of Design document at Substantial Completion, and that the CMR has provided CDA operations staff with required system documentation and training.
- B. The City will contract directly with a Commissioning Authority to perform technical reviews of project design documents focused on energy efficiency design and documentation of maintainability, building system control sequences, and operational strategies; and prepare technical commissioning specifications. During construction, Commissioning Authority will verify equipment and system testing by the CMR, observe system tests against Contract Document requirements, track deficiencies, and recommend solutions.
- C. Design Consultant’s tasks to support Commissioning from design through construction phases are as follows.

### **10.02 DESIGN**

- A. Document the development of design intent and operating parameters within the Basis of Design. The Basis of Design describes the complete engineering design intent for the project including design guiding principles, assumptions, issues, recommendations, and narrative assessment of the engineering and infrastructure systems that comprise the Project.
- B. Update the Basis of Design at each Phase of design to incorporate current design documentation.
- C. Specify testing requirements and control sequences of operation within the Contract Documents.

- D. Consult with the Commissioning Authority to clarify operation and control of equipment and systems to be commissioned.
- E. Participate in meetings related to Commissioning activities.

#### **10.03 CONSTRUCTION**

- A. Review test procedures and results.
- B. Review training plan.
- C. Review test, adjust, and balance execution plan.
- D. Coordinate resolution of design and operational deficiencies identified during Commissioning.
- E. Review operating and maintenance manuals.
- F. Coordinate resolution of design non-conformance and design deficiencies identified during the warranty-period.
- G. Participate in project meetings related to Commissioning activities.

#### **10.04 OPERATIONAL READINESS AIRPORT TRANSFER (ORAT)**

- A. Design Consultant may be required to assist the PMT in preparing materials for operational readiness and airport transfer activities.

### **SECTION 11 – TECHNOLOGY REQUIREMENTS**

#### **11.01 OVERVIEW**

- A. As the Project’s design and construction phases are expected to span several years, Design Consultant’s technology planning shall provide sufficient information technology and communications infrastructure, electrical power for equipment, and connectivity flexibility to accommodate future growth and enable installation of presently unforeseen technology advancements.
- B. Design Consultant must look beyond the outlined design phase horizon to plan the Project for functionality that will endure for 10-plus years beyond occupancy of the final phase of construction. As stated in Section 2 of this Scope of Services, Design Consultant shall provide the services of a Technology Integration Services Provider to manage the design and implementation of all systems with a communications component, including but not limited to: all low voltage systems, building automation and controls system, supervisory control and data acquisition system (SCADA), information technology, signage, security, baggage handling, lighting, etc.
- C. Key CDA objectives related to technology include:
  - 1. Cost reduction through streamlined processes and workflow approval;
  - 2. Deployment of electronic tools to perform basic tasks;

3. Increased gate scheduling flexibility by implementing a common use platform;
  4. Enabling easily accessible records online;
  5. Network and internet connectivity throughout the terminal;
  6. Provision for ample convenience power for passenger devices including consideration for inductive (wireless) charging capabilities;
  7. Consideration for Beacon technology;
  8. Biometrics for identification and access control;
  9. System accessibility through mobile web and applications;
  10. Upgrading or replacing “legacy” hardware and software components before they become difficult or expensive to maintain;
  11. Sharing asset data between systems to enhance asset decision-making;
  12. Proactively managing specifications, maintenance, security, data management, and audit provisions for technology assets within CDA concession and service contracts, and design/ construction projects;
  13. Reduction in passenger wait times for processing;
  14. Providing passengers information needed to make “where”, “how” and “what do I need” decisions including parking, processing kiosks, and baggage information;
  15. Providing passengers with access to amenities and services that are convenient and entertaining;
  16. Availability of real time data to support decisions about safety, customer service, and the business; and
  17. Operational and business data and statistics shared among CDA business units to improve performance.
- D. Key points to consider in the planning and design process include:
1. Movement of passengers throughout the new TAP terminal and how passengers will process real-time information;
  2. Consistent access to real-time information for CDA operations staff to enable staff to plan and react to situations in order to enhance operational efficiencies and passenger experience;
  3. Supporting the wider data management strategy of ORD and CDA operations; and
  4. Consideration of CDA technology subject matter experts throughout the design and construction process to support specification of technology-related equipment and systems for CMR procurement.

## **SECTION 12 – TECHNICAL REQUIREMENTS/SPECIFICATIONS**

The latest version of the following CDA design criteria shall be incorporated into the Project by reference:

1. TAP Program Definition Manual
2. CDA Utilities Master Plan
3. CDA Design Criteria Manual
4. CDA Wayfinding System – Signage Design Guidelines, Standards and Typical Applications
5. CAD/Geospatial Data Standards and Procedures
6. TAP Program Definition Documents

## **Exhibit 2**

### **Sample Schedule of Compensation**

Consultant will be compensated for its Services based on actual costs plus a percentage fee (i.e., profit) to be negotiated. Allowability and allocability of costs will be determined in accordance with the terms and conditions of the Agreement. As further described below, compensation will consist of: 1) the actual cost of labor (not to exceed the maximum rates per position as set forth in **Exhibit 2A**); 2) overhead and burden (including but not limited to payroll related taxes, insurance and fringe benefits); 3) the percentage fee; 4) certain direct costs; and 5) Subcontractor costs.

The multiplier set forth on **Exhibit 2A** is inclusive of overhead, burden and the percentage fee, and shall not exceed 2.75. Actual labor costs are multiplied by the multiplier to arrive at the billable amount for Consultant's Services performed by Consultant's own forces. Direct costs and Subcontractor labor and material costs incurred by Consultant are reimbursable without mark-up of any kind by Consultant, including but not limited to the Consultant's administrative costs or profit.

- A. Labor Costs.** Labor costs will consist of the actual costs of all allowable and allocable salaries and wages (exclusive of overtime premiums and payroll related taxes, insurance and fringe benefits) paid to the Consultant's employees for the time spent in the performance of Services under this Agreement (collectively, "Labor Costs"). Maximum Hourly Labor Rates for Consultant by position classification are set forth in **Exhibit 2A**. Consultant must request, in writing, that position classifications and maximum wage rates be adjusted. Any adjustments are made at the City's discretion, on an annual basis, but any such adjustment in rates shall not increase labor rates by more than 4% each year or the CPI for Kenosha-Gary-Chicago area, whichever is lower. Labor costs associated with Consultant's principals for administrative tasks are not billable. Principals may bill for their hours for non-administrative tasks directly applicable to the Services only by request and with prior approval of the City.
- B. Multiplier.** The multipliers set forth on **Exhibit 2A** is inclusive of Overhead, Burden and the Percentage Fee. "Overhead" includes the non-payroll indirect costs of the home and branch offices of Consultant which are allowable and allocable to the Services, and "Burden" includes payroll-related costs (e.g., payroll related taxes, insurance, and fringe benefits). The Overhead and Burden rates applicable to Consultant employees who perform Services in relation to this Agreement shall be the Consultant's audited rates approved by Illinois Department of Transportation ("IDOT"), the United States Department of Transportation ("USDOT") or another governmental authority recognized by the City. The Consultant must provide evidence of approval of the Overhead and Burden rate by IDOT, USDOT or another cognizant authority on a yearly basis. However, the combined Overhead and Burden rate included in the multiplier shall not exceed a maximum of 150% of labor costs.
- C. Limitation on Overhead and Burden.** In the event the Consultant does not have approved rates, the combined rates for Overhead and Burden will not exceed 150% for office work, 125% for field offices, and 100% for field inspectors without an office. Further, the Consultant shall have one year, in which to obtain Overhead and Burden rates approved by IDOT. Failure to do so may lead to an event of default. The Consultant's rates may not exceed the lowest of: (a) the current rate determined by IDOT; (b) the rate determined at a later date by IDOT; or (c) the rate determined at a later date by an audit acceptable to the City.

The City has the right to recapture (via offset or refund) the difference between the amount it has actually paid to Consultant and the amount it should have paid under the preceding sentence. Notwithstanding the foregoing, the City and the Consultant may negotiate lower rates. Any changes in rates resulting from negotiations must be approved by the Chief Procurement Officer.

- D. Direct Costs.** Direct costs will consist of those costs described below which are incurred in the performance of Services under this Agreement, which are allowable and allocable to the Project; are not included in Overhead or Burden; and are routinely and uniformly charged to specific projects under the Consultant's accounting system (collectively, "Direct Costs").

Any expenditure in excess of \$5,000 which qualifies as a Direct Cost will require prior approval of the Executive Director. Consultant may not break down an expenditure which would otherwise be greater than \$5,000 in order to avoid this approval requirement. All Direct Costs must not exceed IDOT's current allowable rates, as published in the IDOT Professional Transportation Bulletin. Direct Costs will include the following:

- 1. Drawings, Printing and Reproduction Costs.** The costs of all printing, binding and reproduction related only to the production of the milestone submittals to the City.
- 2. Long Distance Telephone/Telegraph and Shipping Costs.** Long distance telephone calls, postage, messenger and overnight delivery costs. Cell phone and radio communication services are allowed for Construction Engineering field services only.
- 3. Travel and Related Expenses.** Out of town travel is not anticipated under this Agreement. However, should out of town travel become necessary in the performance of the Services, Consultant must obtain prior written approval from the City for expenses related to travel into or out of the City. All such expenses must conform with the City's travel reimbursement guidelines, a copy of which is attached to the Agreement. Expenses incurred for travel in Chicago will be subject to Group I Limitations as set forth in the City's guidelines. The City will pay current auto mileage to the Consultant and/or Subcontractors for travel associated within project site visits as required by the Commissioner. The auto mileage rate within current City policy is set forth in the travel guidelines and may be amended from time to time by the City Office of Budget & Management.
- 4. Equipment, Tools and Vehicles.** Cost of any equipment, tools, furniture, computer equipment, or vehicles hired/leased or purchased for the Consultant's performance of the Services, provided that any such item purchased will become the property of the City and further provided that Consultant must obtain prior written approval of the City for the purchase, hire or lease of such equipment, tools, furniture, computer equipment or vehicles to the extent any one such item will cost in excess of \$200.
- 5. Permits and Fees.** Costs to Consultant for permits and fees, if any, required to carry out the Services, except for normal business and professional fees (which Consultant may include in its Overhead cost pool).
- 6. Premium on Overtime.** To the extent that the Consultant pays its employees a premium in excess of its hourly rates for overtime spent on the Project and such premium is not included in the calculation of Burden rates, the cost of the premium will be treated as a Direct Cost which will not be included in Labor Cost and which will not be subject to application of the multiplier. Any such overtime must be in accordance with the Consultant's policies which are subject to prior approval by the City.



- 7. Miscellaneous.** Any other costs or expenses incurred by the Consultant as reasonable and necessary for the proper performance of the Services and allow able and directly allocable to the project. Any such expenditure in excess of \$1,000 will require prior approval of the Commissioner.
- E. Subcontractors.** The City will reimburse Consultant for the costs of Subcontractors as those costs are incurred under or in connection with Subcontracts awarded by the Consultant in accordance with the terms and conditions of this Agreement, subject to the City's prior written approval. In no event is the Consultant entitled to any mark-up of Subcontractor labor or material costs. The costs of Subcontractors which are reimbursable to Consultant will include the Subcontractors' Labor Costs, Overhead, Burden, profit and Direct Costs. Subcontractor compensation is subject to the same terms and limitations established for the Consultant's compensation in this Exhibit 2, including but not limited to audits, maximum multiplier rates and the prohibition on mark-up on Direct Costs.
- F. Percentage Fee.** A 10% (ten percent) fee is included in the multiplier as profit to be earned in Consultant's performance of Services under this Agreement.
- G. “Lump Sum” Agreement.** CDA at it sole discretion may elect to transition to and negotiate a Lump Sum Agreement for completion of the design documents between 30% and 100%. In addition, Construction Administration services may be negotiated as a lump sum agreement.
- H. Maximum Compensation.** The maximum aggregate compensation for the Services performed under this Agreement shall not exceed \$\_without a formal amendment of this Agreement in accordance with Section 3.1.4.9., of this Agreement.
- I. Method of Payment.** The Contractor shall submit invoices and be paid pursuant to Article 3 of the Agreement for satisfactory completion of Services. Satisfactory completion of the Services means Consultant has provided Deliverables acceptable to the City and achieved contractual milestones timely. It will not be construed solely in terms of expenditure of the Consultant's time.
- J. Audits.** In accordance with the audit provisions of this Agreement, the City reserves the right to audit Consultant's overhead and burden rate(s) and/or any of the components of the compensation. The Consultant must have an annual audit performed by a Certified Public Accountant in accordance with the Federal Acquisition Regulations, 48 CFR 1, Part 31 (FAR).

**Exhibit 2a**  
**Maximum Hourly Rates per Position & Multipliers**

<b>Title/Role</b>	<b>Name</b>	<b>Rate</b>
Principal-In-Charge		
Project Manager		
Deputy Project Manager		
QA/QC Manager		
Scheduler		
Sustainable Design SME		
Cost Estimating		
Automated People Movers SME		
Construction Services		
Deicing & Reuse		
Drainage		
BIM Manager		
General Civil		
Geometrics Design Lead		
GIS		
HVAC		
Lighting/Electrical		
Pavement Analysis & Design		
Roadways/Bridges		
Security SME		
Signage SME		
Lead Structural Engineer		
Engineer 1		
Engineer 2		
Engineer 3		
Senior Architect		
Architect 1		
Architect 2		
Architect 3		
Utility Design & Coordination		
Others to be added as needed		

<b>Cost Components</b>	<b>Multiplier</b>
IDOT Multiplier	
Multiplier – Home Office	
Multiplier – Field Office	
Profit	



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Shannon E. Andrews, Chief Procurement Officer**  
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**Fax: 312-744-3281**

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

### **ARTICLE 1. 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
30%	8%

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

This commitment is met by the Contractor's status as a MBE or WBE, or by a joint venture with one or more MBEs or WBEs as prime contractor (to the extent of the MBE or WBE participation in such joint venture), or by subcontracting a portion of the work to one or more MBEs or WBEs, or by the purchase of materials used in the performance of the contract from one or more MBEs or WBEs, or by any combination of the foregoing.

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

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

Pursuant to MCC 2-92-535, the prime contractor may apply be awarded an additional 0.5 percent credit, up to a maximum of a total of 5 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 mentoring agreement with the

contractor or subcontractor-to-subcontractor mentoring agreement. This up to 5% may be applied to the Contract Specific Goals, or it may be in addition to the Contract Specific Goals.

## 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.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 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. Except as provided in MCC 2-92-525(b)(2), only Payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.

- a. Only expenditures to firms that perform a Commercially Useful Function as defined above may count toward the Contract Specific Goals.
  - i. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing, and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - ii. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
  - iii. Indications that a subcontractor is not performing a commercially useful function include, but are not limited to, labor shifting and equipment sharing or leasing arrangements with the prime contractor or a first tier subcontractor.
- b. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its Area of Specialty in which it is certified counts toward the Contract Specific Goals, except as provided in MCC 2-92-525(b)(2).
- c. For maintenance, installation, repairs or inspection, or professional services, if the MBE or WBE performs the work itself: 100% of the value of work actually performed by the MBE’s or WBE’s own forces shall be counted toward the Contract Specific Goals, including the cost of supplies and materials purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces (except supplies and equipment the MBE or WBE subcontractor purchases or leases from the prime contractor or its affiliate). 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals.
- d. If the MBE or WBE is a manufacturer: 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- e. If the MBE or WBE is a distributor or supplier: 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- f. If the MBE or WBE is a broker:
  - i. Zero percent (0%) of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  - ii. As defined above, Brokers provide no commercially useful function.
- g. If the MBE or WBE is a member of the joint venture contractor/bidder:

- i. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals; or
  - ii. If employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm’s percentage of participation in the joint venture as described in the Schedule B.
  - iii. A joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs.
- h. If the MBE or WBE subcontracts out any of its work:
- i. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  - ii. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except as allowed by (c) above).
  - iii. The fees or commissions charged for providing a bona fide service, such as professional, technical, consulting or managerial services or for providing bonds or insurance and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - iv. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - v. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

#### **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 Participation**

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

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

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

**OR**

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

#### **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.

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

Except as provided in MCC 2-92-525(b)(2), only compliance plans utilizing MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements will be counted toward the Contract Specific Goals.

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

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

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

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

**(2) Letters of Certification.**

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

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

If the bidder's MBE/WBE proposal includes the participation of a MBE/WBE as joint venture on any tier (either as the bidder or as a subcontractor), the bidder must provide a copy of the joint venture agreement and a Schedule B along with all other requirements listed in Section 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, except in the case of a contract where a bid incentive under MCC 2-92-525 was taken into consideration in the award; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.

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

Pursuant to MCC 2-92-445 or 2-92-740, as applicable, remedies or sanctions may include a penalty in the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount

may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs, and disqualification from contracting or subcontracting on additional City contracts for up to three years. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.

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

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

#### **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: 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.

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

<b>51<sup>st</sup> Street Business Association *</b> 220 E. 51 <sup>st</sup> Street Chicago, IL 60615 Phone: 773-285-3401 Fax: 773-285-3407 Email: <a href="mailto:the51ststreetbusinessassociation@yahoo.com">the51ststreetbusinessassociation@yahoo.com</a> Web: <a href="http://www.51stStreetChicago.com">www.51stStreetChicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>African American Contractors Association - AACA</b> P.O. Box #19670 Chicago, IL 60619 Phone: 312-915-5960 Email: <a href="mailto:aacanatlassoc@gmail.com">aacanatlassoc@gmail.com</a> Web: <a href="http://www.aacanatl.org">www.aacanatl.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Angel of God Resource Center, Inc.</b> 14527 S. Halsted Chicago, IL 60827 Phone: 708-392-9323 Fax: 708-880-0121 Email: <a href="mailto:asmith5283@yahoo.com">asmith5283@yahoo.com</a> ; <a href="mailto:aogrc@angelofgodresourcecenter.org">aogrc@angelofgodresourcecenter.org</a> Web: <a href="http://www.angelofgodresourcecenter.org">www.angelofgodresourcecenter.org</a> Maintains list of certified firms: No Provides training for businesses: Yes	<b>Association of Asian Construction Enterprises *</b> 5677 W. Howard Niles, IL 60714 Phone: 847-673-7377 Fax: 847-673-2358 Email: <a href="mailto:nakmanacorp@aol.com">nakmanacorp@aol.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Austin African American Business Networking Assoc.</b> 5820 W. Chicago Ave., Chicago, IL 60651 Phone: 773-626-4497 Email: <a href="mailto:aaabna@yahoo.com">aaabna@yahoo.com</a> Web: <a href="http://www.aaabna.org">www.aaabna.org</a> Maintains list of certified firms: No Provides training for businesses: Yes	<b>Black Contractors United *</b> 12000 S. Marshfield Ave. Calumet Park, IL 60827 Phone: 708-389-5730 Fax: 708-389-5735 Email: <a href="mailto:bcunewera@att.net">bcunewera@att.net</a> Web: <a href="http://www.blackcontractorsunited.com">www.blackcontractorsunited.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Business Leadership Council *</b> 230 W. Monroe Street, Ste 2650 Chicago, IL 60606 Phone: 312-628-7844 Fax: 312-628-7843 Email: <a href="mailto:Karen.r@businessleadershipcouncil.org">Karen.r@businessleadershipcouncil.org</a> Web: <a href="http://www.businessleadershipcouncil.org">www.businessleadershipcouncil.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>LGBT Chamber of Commerce of Illinois *</b> 3179 N. Clark St., 2nd Floor Chicago, IL 60657 Phone: 773-303-0167 Fax: 773-303-0168 Email: <a href="mailto:jholston@lgbtcc.com">jholston@lgbtcc.com</a> Web: <a href="http://www.lgbtcc.com">www.lgbtcc.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Chatham Business Association Small Business Dev. *</b> 800 E. 78 <sup>th</sup> Street Chicago, IL 60619 Phone: 773-994-5006 Fax: 773-855-8905 Email: <a href="mailto:melindakelly@cbaworks.org">melindakelly@cbaworks.org</a> Web: <a href="http://www.cbaworks.org">www.cbaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Chicago Minority Supplier Development Council Inc. *</b> 105 W. Adams, Suite 2300 Chicago, IL 60603-6233 Phone: 312-755-2550 Fax: 312-755-8890 Email: <a href="mailto:pbarreda@chicagomsdc.org">pbarreda@chicagomsdc.org</a> Web: <a href="http://www.chicagomsdc.org">www.chicagomsdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes

<p><b>Chicago Urban League *</b> 4510 S. Michigan Ave. Chicago, IL 60653 Phone: 773-624-8810 Fax: 773-451-3579 Email: <a href="mailto:sbrinston@thechicagourbanleague.org">sbrinston@thechicagourbanleague.org</a> Web: <a href="http://www.cul-chicago.org">www.cul-chicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Chicago Women in Trades (CWIT)</b> 2444 W. 16<sup>th</sup> Street Chicago, IL 60608 Phone: 312-942-1444 Jayne Vellinga, Executive Director Email: <a href="mailto:jvellinga@cwit2.org">jvellinga@cwit2.org</a> Web: <a href="http://www.chicagowomenintrades2.org">www.chicagowomenintrades2.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Contractor Advisors Business Development Corp. *</b> 1507 E. 53<sup>rd</sup> Street, Suite 906 Chicago, IL 60615 Phone: 312-436-0301 Email: <a href="mailto:info@contractoradvisors.us">info@contractoradvisors.us</a> Web: <a href="http://www.contractoradvisors.us">www.contractoradvisors.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Cosmopolitan Chamber of Commerce</b> 1633 S. Michigan Avenue Chicago, IL 60616 Phone: 312-971-9594 Fax: 312-341-9084 Email: <a href="mailto:rmcgowan@cosmochamber.org">rmcgowan@cosmochamber.org</a> Web: <a href="http://www.cosmochamber.org">www.cosmochamber.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Do For Self Community Development Co. *</b> 7447 S South Shore Drive, Unit 22B Chicago, IL 60649 Phone: 773-356-7661 Email: <a href="mailto:dennisdoforself@hotmail.com">dennisdoforself@hotmail.com</a> Web: <a href="http://www.doforself.org">www.doforself.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>Far South Community Development Corporation</b> 9923 S. Halsted Street, Suite D Chicago, IL 60628 Phone: 773-941-4833 Fax: 773-941-5252 Email: <a href="mailto:lacy@farsouth.org">lacy@farsouth.org</a> Web: <a href="http://www.farsouthcdc.org">www.farsouthcdc.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Federation of Women Contractors *</b> 216 W. Jackson Blvd. #625 Chicago, IL 60606 Phone: 312-360-1122 Fax: 312-750-1203 Email: <a href="mailto:fwcchicago@aol.com">fwcchicago@aol.com</a> Web: <a href="http://www.fwcchicago.com">www.fwcchicago.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Fresh Start Home Community Development Corp.</b> 5168 S. Michigan Avenue, 4N Chicago, IL 60615 Phone: 312-632-0811 Fax: 855-270-4175 Email: <a href="mailto:Info@FreshStartNow.us">Info@FreshStartNow.us</a> Web: <a href="http://www.FreshStartNow.us">www.FreshStartNow.us</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Greater Englewood Community Development Corp. *</b> 815 W. 63<sup>rd</sup> Street Chicago, IL 60621 Phone: 773-651-2400 Fax: 773-651-2400 Email: <a href="mailto:jharbin@greaterenglewoodcdc.org">jharbin@greaterenglewoodcdc.org</a> Web: <a href="http://www.greaterenglewoodcdc.org">www.greaterenglewoodcdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Greater Pilsen Economic Development Assoc. *</b> 1801 S. Ashland Chicago, IL 60608 Phone: 312-698-8898 Email: <a href="mailto:greaterpilsen@gmail.com">greaterpilsen@gmail.com</a> Web: <a href="http://www.greaterpilsen.org">www.greaterpilsen.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Greater Far South Halsted Chamber of Commerce *</b> 10615 S. Halsted Street Chicago, IL 60628 Phone: 518-556-1641 Fax: 773-941-4019 Email: <a href="mailto:halstedchamberevents@gmail.com">halstedchamberevents@gmail.com</a> Web: <a href="http://www.greaterfarsouthhalstedchamber.org">www.greaterfarsouthhalstedchamber.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Greater Southwest Development Corporation</b> 2601 W. 63<sup>rd</sup> Street Chicago, IL 60629 Phone: 773-362-3373 Fax: 773-471-8206 Email: <a href="mailto:c.james@greatersouthwest.org">c.james@greatersouthwest.org</a> Web: <a href="http://www.greatersouthwest.org">www.greatersouthwest.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>

<b>Hispanic American Construction Industry Association (HACIA) *</b> 650 W. Lake St., Unit 415 Chicago, IL 60661 Phone: 312-575-0389 Fax: 312-575-0544 Email: <a href="mailto:jperez@haciaworks.org">jperez@haciaworks.org</a> Web: <a href="http://www.haciaworks.org">www.haciaworks.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Illinois Hispanic Chamber of Commerce *</b> 222 Merchandise Mart Plaza, Suite 1212 c/o 1871 Chicago, IL 60654 Phone: 312-425-9500 Email: <a href="mailto:aalcantar@ihccbbusiness.net">aalcantar@ihccbbusiness.net</a> Web: <a href="http://www.ihccbbusiness.net">www.ihccbbusiness.net</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Illinois State Black Chamber of Commerce *</b> 411 Hamilton Blvd., Suite 1404 Peoria, Illinois 61602 Phone: 309-740-4430 / 773-294-8038 Fax: 309-672-1379 Email: <a href="mailto:Larrylvory@IllinoisBlackChamber.org">Larrylvory@IllinoisBlackChamber.org</a> ; <a href="mailto:vgilb66709@yahoo.com">vgilb66709@yahoo.com</a> <a href="http://www.illinoisblackchamberofcommerce.org">www.illinoisblackchamberofcommerce.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>JLM Business Development Center *</b> 2622 W. Jackson Boulevard Chicago, IL 60612 Phone: 773-826-3295 Fax: 773-359-4021 Email: <a href="mailto:jimbizcenter@gmail.com">jimbizcenter@gmail.com</a> Web: <a href="http://www.jlmcenter.org">www.jlmcenter.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Latin American Chamber of Commerce *</b> 3512 W. Fullerton Avenue Chicago, IL 60647 Phone: 773-252-5211 Fax: 773-252-7065 Email: <a href="mailto:d.lorenzopadron@LACCUSA.com">d.lorenzopadron@LACCUSA.com</a> Web: <a href="http://www.LACCUSA.com">www.LACCUSA.com</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>National Association of Women Business Owners *</b> 500 Davis Street, Ste 812 Evanston, IL 60201 Phone: 773-410-2484 Fax: 847-328-2018 Email: <a href="mailto:wjaehn@nawbochicago.org">wjaehn@nawbochicago.org</a> Web: <a href="http://www.nawbochicago.org">www.nawbochicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>National Black Wall Street *</b> 4655 S. King Drive, Suite 203 Chicago, IL 60653 Phone: 773-268-6900 Fax: 773-392-0165 Email: <a href="mailto:markallen2800@aol.com">markallen2800@aol.com</a> Web: <a href="http://www.nationalblackwallstreetchicago.org">www.nationalblackwallstreetchicago.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>National Organization of Minority Engineers (NOME) *</b> 33 W. Monroe, Suite 1540 Chicago, IL 60603 Phone: 312-960-1239 Email: <a href="mailto:grandevents1@sbcglobal.net">grandevents1@sbcglobal.net</a> Web: <a href="http://www.nomeonline.org">www.nomeonline.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes
<b>Neighborhood Development Services, NFP *</b> 10416 South Maryland Avenue Chicago, IL 60628 Phone: 773-413-9348 Fax: 773-371-0032 Email: <a href="mailto:neighborhooddevservices@gmail.com">neighborhooddevservices@gmail.com</a> Web: <a href="http://www.ndsnfp.org">www.ndsnfp.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes	<b>Rainbow/PUSH Coalition *</b> 930 E. 50 <sup>th</sup> Street Chicago, IL 60615 Phone: 773-256-2768 Fax: 773-373-4103 Email: <a href="mailto:jmitchell@rainbowpush.org">jmitchell@rainbowpush.org</a> Web: <a href="http://www.rainbowpush.org">www.rainbowpush.org</a> Maintains list of certified firms: Yes Provides training for businesses: No

<p><b>Real Men Charities, Inc.</b> 2423 E. 75<sup>th</sup> Street Chicago, IL 60649 Phone: 773-425-4113 Email: <a href="mailto:ymoyo@realmencook.com">ymoyo@realmencook.com</a> Web: <a href="http://www.realmencook.com">www.realmencook.com</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>RTW Veteran Center</b> 7415 E. End, Suite 120 Chicago, IL 60649 Phone: 773-406-1069 Fax: 866-873-2494 Email: <a href="mailto:rtwvetcenter@yahoo.com">rtwvetcenter@yahoo.com</a> Web: <a href="http://www.rtwvetcenter.org">www.rtwvetcenter.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>South Shore Chamber, Inc. *</b> 1750 E. 71<sup>st</sup> Street Chicago, IL 60649-2000 Phone: 773-955- 9508 Tonya Trice, Executive Director Email: <a href="mailto:ttrice@southshorechamberinc.org">ttrice@southshorechamberinc.org</a> Web: <a href="http://www.southshorechamberinc.org">www.southshorechamberinc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>St. Paul Church of God in Christ Community Development Ministries, Inc. (SPCDM)</b> 4550 S. Wabash Avenue Chicago, IL. 60653 Phone: 773-538-5120 Fax: 773-538-5125 Email: <a href="mailto:spcdm@sbcglobal.net">spcdm@sbcglobal.net</a> Web: <a href="http://www.stpaulcdm.org">www.stpaulcdm.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>The Monroe Foundation</b> 1547 South Wolf Road Hillside, Illinois 60162 Phone: 773-315-9720 Email: <a href="mailto:omonroe@themonroefoundation.org">omonroe@themonroefoundation.org</a> Web: <a href="http://www.themonroefoundation.org">www.themonroefoundation.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>	<p><b>US Minority Contractors Association, Inc. *</b> 1250 Grove Ave. Suite 200 Barrington, IL 60010 Phone: 847-708-1597 Fax: 847-382-1787 Email: <a href="mailto:admin@usminoritycontractors.org">admin@usminoritycontractors.org</a> Web: <a href="http://www.USMinorityContractors.org">www.USMinorityContractors.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>
<p><b>Women’s Business Development Center *</b> 8 S. Michigan Ave., 4th Floor Chicago, IL 60603 Phone: 312-853-3477 Fax: 312-853-0145 Email: <a href="mailto:fcurry@wbdc.org">fcurry@wbdc.org</a> Web: <a href="http://www.wbdc.org">www.wbdc.org</a> Maintains list of certified firms: Yes Provides training for businesses: Yes</p>	<p><b>Urban Broadcast Media, Inc.</b> 4108 S. King Drive, Chicago, IL 60653 Phone: 312-614-1075 Email: <a href="mailto:drleonfinney312@gmail.com">drleonfinney312@gmail.com</a> Web: <a href="http://www.urbanbroadcastmedia.org">www.urbanbroadcastmedia.org</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>
<p><b>Women Construction Owners &amp; Executives (WCOE) *</b> Chicago Caucus 308 Circle Avenue Forest Park, IL 60130 Phone: 708-366-1250 Email: <a href="mailto:mkm@mkmservices.com">mkm@mkmservices.com</a> Web: <a href="http://www.wcoeusa.org">www.wcoeusa.org</a> Maintains list of certified firms: Yes Provides training for businesses: No</p>	<p><b>Your Community Consultants Foundation</b> 9301 S. Parnell Ave., Chicago, IL 60620 Phone: 773-224-9299 Fax: 773-371-0032 Email: <a href="mailto:allen81354@aol.com">allen81354@aol.com</a> Maintains list of certified firms: No Provides training for businesses: Yes</p>

**Attachment B: Sample Format for Requesting Assist Agency Comments on Bidder’s Request for Reduction or Waiver of MBE/WBE Goals**

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

RETURN RECEIPT REQUESTED

(Date)

**Specification No.:** 880169

**Project Description:** Lead Tunnel Design and Engineering Services – Terminal Area Plan – for the O’Hare 21 Program

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

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

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

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

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

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

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

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

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

Sincerely,

**Schedule B: Affidavit of Joint Venture**

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

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

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

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

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

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

3. Contributions of equipment (Specify types, quality and quantities of equipment to be provided by each venturer): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
4. Other applicable ownership interests, including ownership options or other agreements which restrict or limit ownership and/or control: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Provide copies of all written agreements between venturers concerning this project.
6. Identify each current City of Chicago contract (and each contract completed during the past two (2) years) by a joint venture of two or more firms participating in this joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- VII. Control of and Participation in the Joint Venture. Identify by name and firm those individuals who are, or will be, responsible for, and have the authority to engage in the following management functions and policy decisions. (Indicate any limitations to their authority such as dollar limits and co-signatory requirements.):
- A. Joint venture check signing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- B. Authority to enter contracts on behalf of the joint venture: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- C. Signing, co-signing and/or collateralizing loans: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- D. Acquisition of lines of credit: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

E. Acquisition and indemnification of payment and performance bonds:

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F. Negotiating and signing labor agreements:

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

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

VIII. Financial Controls of joint venture:

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

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

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

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



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

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

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

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

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

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

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

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

(SEAL)

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



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

**SUB-SUBCONTRACTING LEVELS**

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

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

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

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

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

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

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

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

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

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

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



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

**FOR  
NON-CONSTRUCTION  
PROJECTS ONLY**

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

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

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

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

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

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

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

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

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

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

1. Name of MBE/WBE: \_\_\_\_\_

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

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

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

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

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

Mentor Protégé Agreement (attach executed copy): ( ) Yes ( ) No Add'l Percentage Claimed:<sup>1</sup> \_\_\_\_\_%

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.** Attach Additional Sheets as Needed

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**5.** Attach Additional Sheets as Needed

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

**III. Summary of MBE/WBE Proposal**

**A. MBE Proposal (Direct & Indirect)**

1. MBE Direct Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct MBE Participation</b>		

2. MBE Indirect Participation

MBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect MBE Participation</b>		

**B. WBE Proposal (Direct & Indirect)**

1. WBE Direct Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Direct WBE Participation</b>		

2. WBE Indirect Participation

WBE Firm Name	Dollar Amount Participation (\$)	Percent Amount Participation (%)
<b>Total Indirect WBE Participation</b>		

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

The Prime Contractor designates the following person as its MBE/WBE Liaison Officer:

\_\_\_\_\_  
(Name- Please Print or Type)

\_\_\_\_\_  
(Phone)

**I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THE FOREGOING DOCUMENT ARE TRUE AND CORRECT, THAT NO MATERIAL FACTS HAVE BEEN OMITTED, AND THAT I AM AUTHORIZED ON BEHALF OF THE PRIME CONTRACTOR TO MAKE THIS AFFIDAVIT.**

\_\_\_\_\_  
(Name of Prime Contractor – Print or Type)

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

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Name/Title of Affiant – Print or Type)

\_\_\_\_\_  
(Date)

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above signed officer \_\_\_\_\_  
(Name of Affiant)

personally appeared and, known by me to be the person described in the foregoing Affidavit, acknowledged that (s)he executed the same in the capacity stated therein and for the purposes therein contained.

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

\_\_\_\_\_  
(Notary Public Signature)

SEAL:

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



## EXHIBIT 4: INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE

### PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Chicago Department of Aviation  
O’Hare 21 Terminal Area Plan (TAP)  
Lead Tunnel Design and Engineering Services

#### A. Insurance Required

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

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

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

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

2) Commercial General Liability (Primary and Umbrella)

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

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

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

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with work, services, or

operations to be performed, Automobile Liability Insurance must be maintained by the Design Consultant with limits of not less than \$1,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. The City is to be added as an additional insureds on a primary, non-contributory basis.

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

4) Excess/Umbrella

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

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

5) Professional Liability

If the City does not procure or maintain a Project Professional Liability policy as set forth in Section C herein, then Design Consultant must maintain Professional Liability Insurance covering acts, errors, or omissions with limits of not less than \$15,000,000 each claim. Coverage must include, but not be limited to, the following: professional services as set forth in the scope of services in the underlying Agreement, and any other services, such as but not limited to technology services, provided by or on behalf of the Design Professional in connection with the performance of the underlying Agreement and pollution liability if environmental site assessments are conducted. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of three (3) years.

**B. Additional Requirements**

Evidence of Insurance. Design Consultant must furnish the City, Chicago Department of Aviation, 10510 W. Zemke Rd, Chicago, IL 60666, original certificates of insurance and additional insured endorsement, or other evidence of insurance, to be in force on the date of this Agreement, and renewal certificates of Insurance and endorsement, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. Design Consultant must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute agreement by the City that the insurance requirements in the Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with all requirements of Agreement. The failure of the City to obtain, nor the City’s receipt of, or failure to object to a non-complying insurance certificate, endorsement or other insurance evidence from Design Consultant, its insurance broker(s) and/or insurer(s) will not be construed as a waiver by the City of any of the required insurance provisions. Design Consultant must advise all insurers of the Agreement provisions regarding insurance. The City in no way warrants that the insurance required herein is sufficient to protect Design Consultant for liabilities which may arise from or relate to the Agreement. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time.

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

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

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

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

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

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

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

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

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

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

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

Insurance required of subcontractors or subconsultants. Design Consultant shall name the subcontractor(s) or subconsultant(s) as a named insured(s) under Design Consultant’s insurance or Design Consultant will require each subcontractor and each subconsultant to provide and maintain insurance coverage outlined in Section A, Insurance

Required. The limits of coverage will be determined by Design Consultant but be no less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside. Design Consultant will require each subcontractor or each subconsultant to provide and maintain Professional Liability Insurance with limits of not less than \$5,000,000 for design, architectural, or engineering services and limits of coverage for all other professional services will be determined by Design Consultant. Design Consultant is responsible for ensuring that each subcontractor or each subconsultant has named the City as an additional insured where required on an additional insured endorsement form acceptable to the City. Design Consultant is responsible for ensuring that each subcontractor or each subconsultant has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Design Consultant must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractor(s) to comply with required coverage and terms and conditions outlined herein will not limit Design Consultant’s liability or responsibility.

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

#### **C. Project Professional Liability**

The City may procure a Project Professional Liability policy covering errors, omissions, or other acts that causes liability in the performance or non-performance of professional services performed by Design Consultant, its subcontractors and subconsultants, and other architects, engineers, construction managers, program managers, and other professionals, at the City’s discretion related to services provided. Policy limits, deductibles, terms and conditions of insurance policy will be established by the City. If coverage is not extended or if the policy is terminated or not renewed, Design Consultant, its subcontractors and subconsultants, must maintain and provide evidence of Professional Liability Insurance as required under Section A.5 and Section B. Insurance Required of subcontractors and subconsultants.

In the event a Project Professional Liability is purchased, the City, as trustee, will establish a deductible fund, to satisfy all deductible obligations of Design Consultant, its subcontractors and subconsultants and other architects, engineers, construction managers, program managers, and other professionals covered under the policy. The City will withhold (3/4%) of one percent, or other amount as deemed appropriate by the City, of each payout to each firm or entity insured under the policy. Once deductible obligations have been satisfied under the policy, the City will refund the remaining proceeds proportionately to each firm or entity in relationship to the amount in which each firm or entity contributed.



Spec. No.: 880169

P.O. No.: \_\_\_\_\_

Vendor No.: \_\_\_\_\_

*City-Funded*

## PROFESSIONAL SERVICES AGREEMENT

BETWEEN

THE CITY OF CHICAGO  
DEPARTMENT OF AVIATION

AND

---



LEAD TUNNEL DESIGN AND ENGINEERING SERVICES – TERMINAL AREA PLAN –  
FOR THE O’HARE 21 PROGRAM AT O’HARE INTERNATIONAL AIRPORT

RAHM EMANUEL  
MAYOR

Shannon E. Andrews  
Chief Procurement Officer

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**ARTICLE 1. INTRODUCTION**

This Contract is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date") by and between \_\_\_\_\_, a \_\_\_\_\_ corporation ("Contractor"), and the City of Chicago, a municipal corporation and home rule unit of local government existing under the Constitution of the State of Illinois, acting through its Department of \_\_\_\_\_ ("City"), at Chicago, Illinois.

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

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

**ARTICLE 2. INCORPORATION OF EXHIBITS:**

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

- Exhibit 1: Scope of Services and Time Limits for Performance
- Exhibit 2: Schedule of Compensation
- Exhibit 3: Example Insurance Certification and Evidence of Insurance
- Exhibit 4: Economic Disclosure Statement and Affidavit
- Exhibit 5: MBE/WBE Compliance Plan
- Exhibit 6: Sexual Harassment Policy Affidavit (MCC 2-92-612)
- Exhibit 7: List of Subcontractors
- Exhibit 8: Hourly Rates

### **ARTICLE 3. STANDARD TERMS AND CONDITIONS**

#### **3.1. General Provisions**

##### **3.1.1. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**"Services"** refers to all work, services, and materials whether ancillary or as required by the Detailed Specifications that Contractor provides in performance of its obligations under this Contract.

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

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

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

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

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

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

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

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

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

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

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

**3.1.2.3. Severability**

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

**3.1.2.4. Entire Contract**

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

**3.1.3. Subcontracting and Assignment**

**3.1.3.1. No Assignment of Contract**

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

**3.1.3.2. Subcontracts**

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

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

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

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

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

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

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

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

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

**3.1.3.5. Assigns**

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

**3.1.4. Contract Governance**

**3.1.4.1. Governing Law and Jurisdiction**

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

**3.1.4.2. Consent to Service of Process**

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

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

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

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

Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract, and shall protect and hold harmless the City from any and all damages or claims that may arise because of inconvenience, delay, or loss experienced by the Contractor because of the presence and operations of other contractors working within the limits of its work or Services. Each Contractor shall assume all responsibility for all work not completed or accepted because of the presence and operations of other contractors.

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

**3.1.4.4. No Third Party Beneficiaries**

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

**3.1.4.5. Independent Contractor**

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

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

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

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

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

**3.1.4.6. Authority**

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

**3.1.4.7. Joint and Several Liability**

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

**3.1.4.8. Notices**

All communications and notices to the City from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the Commissioner of the using

Department that appears on the applicable Purchase Order, with a copy to the Chief Procurement Officer, Room 806, City Hall, 121 N. LaSalle Street, Chicago, Illinois 60602.

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

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

#### **3.1.4.9. Amendments**

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

#### **3.1.4.10. No Waiver of Legal Rights**

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

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

#### **3.1.4.11. Non-appropriation of Funds**

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

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

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

#### **3.1.4.12. Participation By Other Government Agencies**

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

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

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

#### **3.1.5. Confidentiality**

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

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

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

#### **3.1.6. Indemnity**

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

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

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



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

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

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

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

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

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

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

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

### **3.2. Compensation Provisions**

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

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

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

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

### **3.2.1.2. Invoices**

If required by the Scope of Work / Detailed Specifications, original invoices must be sent by the Contractor to the Department to apply against the Contract. Invoices must be submitted in accordance with the mutually agreed upon time period with the Department. All invoices must be signed, dated and reference the City's Purchase Order number and Contract number. A signed work ticket, time sheets, manufacturer's invoice, if applicable, or any documentation requested by the Commissioner must accompany each invoice. If a Contractor has more than one contract with the City, separate invoices must be prepared for each contract in lieu of combining items from different contracts under the same invoice. Invoice quantities, description of work, services or goods, unit of measure, pricing and/or catalog information must correspond to the items on the accepted Price List or Proposal Pages or of the Bid Documents. If invoicing Price List/Catalog items, indicate Price List/Catalog number, item number, Price List/Catalog date and Price List/Catalog page number on the invoice.

### **3.2.1.3. Payment**

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

Contractor may be paid, at the City's option, by electronic payment method. If the City elects to make payment through this method, it will so notify the Contractor, and Contractor agrees to cooperate to facilitate such payments by executing the City's electronic funds transfer form, available for download from the City's website at:

[http://www.cityofchicago.org/content/dam/city/depts/fin/supp\\_info/DirectDepositCityVendor.pdf](http://www.cityofchicago.org/content/dam/city/depts/fin/supp_info/DirectDepositCityVendor.pdf).

The City reserves the right to offset mistaken or wrong payments against future payments.

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

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

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

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

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

### **3.2.1.6. Records**

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

### **3.2.1.7. Audits**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a Subcontractor has satisfactorily performed in accordance with the requirements of the Contract, Contractor must pay Subcontractor for such work, services, or materials within seven (7) calendar days of Contractor receiving payment from the City. Failure to comply with the foregoing will be deemed an event of default.

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

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

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

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

The Contractor must make payment to its Subcontractors **within 7 days** of receipt of payment from the City for each invoice.

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

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

The City posts payments to prime contractors on the web at

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

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

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

[http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure to Promptly Pay Fillable Form 3 2013.pdf](http://www.cityofchicago.org/content/dam/city/depts/dps/ContractAdministration/StandardFormsAgreements/Failure%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.

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

Contractor shall not take any retaliatory action against any Subcontractor for reporting non-payment pursuant to this Sub-Section 3.2.3. Any such retaliatory action is an event of default under this Contract and is subject to the remedies set forth in Section 3.5 hereof, including termination. In addition to those remedies, any retaliatory action by a contractor may result in a contractor being deemed non-responsible for future City contracts or, if, in the sole judgment of the Chief Procurement Officer, such retaliatory action is egregious, the Chief Procurement Officer may initiate debarment proceedings against the contractor. Any such debarment shall be for a period of not less than one year.

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

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

**3.2.3.4. Action by the City**

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

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

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

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

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

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

If at any time after the Bid Opening Date the Contractor makes a general reduction in the price of any goods, services or work covered by the Contract to its customers generally, an equivalent price reduction based on similar quantities and/or considerations shall apply to the Contract for the duration

of the contract period (or until the price is further reduced). Such price reduction will be effective at the same time and in the same manner as the reduction in the price to customers generally.

For purpose of this provision, a general price reduction will mean any reduction in the price of an article or service offered (1) to Contractor's customers generally, or (2) in the Contractor's price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this Contract. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a general price reduction under this provision.

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

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

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

#### **3.3.1. General**

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

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

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

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

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

#### **3.3.3. Federal Affirmative Action**

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

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

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

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

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

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination under Title VI includes discrimination because of limited English proficiency (LEP). (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, prohibits discrimination because of sex in education programs or activities (20 U.S.C. 1681 et seq);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, religion, color, national origin, or sex in any activity carried out with a grant from the FAA).

#### **3.3.4.2. Non-discrimination**

The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors,

including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 (Nondiscrimination in Federally-Assisted Programs of the US Department of Transportation).

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

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

**3.3.4.4. Information and Reports**

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

**3.3.4.5. Sanctions for Noncompliance**

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

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

**3.3.4.6. Incorporation of Provisions**

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

**3.3.5. Other Non-Discrimination Requirements**

**3.3.5.1. Illinois Human Rights Act**

**3.3.5.1.1. Generally**

Contractor must comply with the Illinois Human Rights Act, 775 ILCS 5/1-1 01 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 44 Ill. Admin. Code 750 Appendix A, and as further described below.



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

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

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

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

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

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

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

efforts to comply with the Act and this Part, the Contractor will promptly notify the Illinois Department of Human Rights and the City and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

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

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

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

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

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

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

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

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

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

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

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

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

#### **3.3.6. Wages**

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

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

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

If this contract was advertised on or after October 1, 2014, Contractor must comply with Mayoral Executive Order 2014-1 and any applicable regulations issued by the CPO. The Minimum Wage to be paid pursuant to the Order as of July 1, 2018 is **\$13.80 per hour**. The Minimum Wage must be paid to:

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

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

Beginning on July 1, 2015, and every July 1 thereafter, the hourly wage specified by the Executive Order shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor. Any hourly wage increase shall be rounded up to the nearest multiple of \$0.05. Such increase shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City shall make available to City Concessionaires a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

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

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

Additionally, the Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by Mayoral Executive Order 2014-1, if that collective bargaining agreement was in force prior to October 1, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the order.

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

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

### **3.3.6.2. Living Wage Ordinance**

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

if the Contractor has 25 or more full-time employees, and if at any time during the performance of the contract the Contractor and/or any subcontractor or any other entity that provides any portion of the Services (collectively "Performing Parties") uses 25 or more full-time security guards, or any number of other full-time Covered Employees, then The Contractor's obligation to pay, and to

assure payment of, the Base Wage will begin at any time during the Contract term when the conditions set forth in (1) and (2) above are met, and will continue thereafter until the end of the Contract term.

As of July 1, 2018 the Base Wage is \$12.55. The current rate can be found on the Department of Procurement Services' website.

**Note: As of July 1, 2018, the wage specified by Mayoral Executive Order 2014-1 is higher than the Base Wage rate. Therefore, the higher wage specified by the Executive Order (or other applicable rule or law) must be paid.**

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

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

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

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

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

The Paid Sick Leave Ordinance, which is published in the June 22, 2016 Council Journal, pages 27188 – 27197 and which will be codified at MCC 1-24-045, became effective July 1, 2017. Contractor understands that, to the extent that the Ordinance applies to its activities, it must comply with the Ordinance.

#### **3.3.6.4. Equal Pay**

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

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

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

Contractors must complete an online EDS prior to the Bid Opening Date. Contractors are responsible for notifying the City and updating their EDS any time there is a change in circumstances that makes any information provided or certification made in an EDS inaccurate, obsolete or misleading. Failure to so

notify the City and update the EDS is grounds for declaring the Contractor in default, terminating the Contract for default, and declaring the Contractor ineligible for future contracts.

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

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

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

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

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

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

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

No person or business entity shall be awarded a contract or sub-contract if that person or business entity: (a) has been convicted of bribery or attempting to bribe a public officer or employee of the City of Chicago, the State of Illinois, or any agency of the federal government or of any state or local government in the United States, in that officers or employee's official capacity; or (b) has been convicted of agreement or collusion among bidders or prospective bidders in restraint of freedom of competition by agreement to bid a fixed price, or otherwise; or (c) has made an admission of guilt of such conduct described in (a) or (b) above which is a matter of record but has not been prosecuted for such conduct; or (d) has violated MCC Sect. 2-92-610; or (e) has violated any regulation promulgated by the Chief Procurement Officer that includes ineligibility as a consequence of its violation; or (f) has committed, within a 24-month period, three or more violations of Chapter 1-24 of the MCC; or (g) has been debarred by any local, state or federal government agency from doing business with such government agency, for any reason or offense set forth in subsections (a), (b), or (c) of this section, or substantially equivalent reason or offense, for the duration of the debarment by such government agency..

For purposes of this section, where an official, agent or employee of a business entity has committed any offense under this section on behalf of such an entity and pursuant to the direction

or authorization of a responsible official thereof, the business entity will be chargeable with the conduct.

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

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

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

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

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

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

#### **3.3.7.5. Lobbyists**

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

### **3.3.8. Restrictions on Business Dealings**

#### **3.3.8.1. Prohibited Interests in City Contracts**

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

#### **3.3.8.2. Conflicts of Interest**

The Contractor covenants that it, and to the best of its knowledge, its subcontractors if any, presently have no interest and will not acquire any interest, direct or indirect, in any enterprise, project or contract which would conflict in any manner or degree with the performance of the work, services or goods to be provided hereunder. The Contractor further covenants that in the performance of the Contract no person having any such interest will be employed, either by

Contractor or any subcontractor, to perform any work or services under the Contract or have access to confidential information.

If the City determines that the Contractor does have such a conflict of interest, the City will notify the Contractor in writing, stating the basis for its determination. The Contractor will thereafter have 30 days in which to respond with reasons why the Contractor believes a conflict of interest does not exist. If the Contractor does not respond or if the City still reasonably determines a conflict of interest to exist, the Contractor must terminate its interest in the other enterprise, project, or contract. Further, if the City in the reasonable judgment of the CPO or Commissioner determines that any subcontractor's work or services for others conflicts with the work or services to be provided by them, upon request of the City, Contractor must require that subcontractor to terminate such other work or services immediately.

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

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

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

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

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

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

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

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

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

For purposes of this provision:

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

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

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

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

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

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

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

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

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

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

#### **3.3.10.1. False Statements**

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



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

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

If this contract was let by a competitive bidding process as set forth in the Municipal Purchasing Act for Cities of 500,000 or More Population, in accordance with MCC Sect. 2-92-580 if the primary Contractor conducts any business operations in Northern Ireland, it is hereby required that the Contractor will make all reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

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

**3.3.10.3. City Hiring Plan Prohibitions**

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

**3.3.10.4. Inspector General**

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

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

**3.3.10.5. Duty to Report Corrupt Activity**

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

**3.3.10.6. Electronic Mail Communication**

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

**3.3.10.7. EDS Update Obligation**

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

**3.3.10.8. Wheel Tax (City Sticker)**

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

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

If Contractor consents, other local government agencies may be eligible to participate in this Contract pursuant to the terms and conditions of this Contract if such agencies are authorized, by law or their governing bodies, to execute such purchases, and if such authorization is allowed by the Chief Procurement Officer, if such purchases have no net adverse effect on the City and result in no diminished services from the bidder to the City's user departments pursuant to such purchases. Examples of such Local Government Agencies are: Board of Education, Chicago Park District, City Colleges of Chicago, Chicago Transit Authority, Chicago Housing Authority, Chicago Board of Elections, Metropolitan Pier and Exposition Authority (McCormick Place, Navy Pier), and the Municipal Courts. Said purchases shall be made upon the issuance of a purchase order directly from the Local Government Agency. The City will not be responsible for payment of any amounts owed by any other Local Government Agencies, and will have no liability for the acts or omissions of any other Local Government Agency.

**3.3.10.10. Policy Prohibiting Sexual Harassment (Section 2-92-612 of the Chicago Municipal Code)**

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

"Contract" means any contract, purchase order, construction project, or other agreement (other than a delegate agency contract or lease of real property or collective bargaining agreement)

awarded by the city and whose cost is to be paid from funds belonging to or administered by the city.

"Contractor" means the person to whom a contract is awarded.

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

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

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

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

**3.3.10.11. Policy on Non-Disclosure of Salary History (Section 2-92-385 of the Chicago Municipal Code)**

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

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

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

"Contractor" means the person to whom a contract is awarded.

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

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

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

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

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

#### **3.3.11.1. Definitions**

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

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

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

Environmental Law: An Environmental Law is any Law that in any way, directly or indirectly, in whole or in part, bears on or relates to the environment or to human health or safety. A non-exhaustive list of Environmental Laws includes without limitation the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*, the Hazardous Materials Transportation Act, 49 U.S.C. 5101, *et seq.*, the Clean Air Act, 42 U.S.C. 7401, *et seq.*, the Federal Water Pollution Control Act, 33 U.S.C. 1251, *et seq.*, the Occupational Safety and Health Act, 29 U.S.C. 651, *et seq.*, the Illinois Environmental Protection Act, 415 ILCS 5/1, *et seq.*, the Illinois Occupational Safety and Health Act, 820 ILCS 219/1, *et seq.*, Chapters 7-28 and 11-4 of the Chicago Municipal Code, and all related rules and regulations.

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

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

#### **3.3.11.2. Joint Ventures**

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

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

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

Any noncompliance, by Contractor or any Subcontractor, with any Environmental Law during the time that this Contract is effective is an event of default, regardless of whether the noncompliance

relates to performance of this Contract. This includes without limitation any failure by Contractor or any Subcontractor to keep current, throughout the term of this Contract, all insurance certificates, permits and other authorizations of any kind that are required, directly or indirectly, by any Environmental Law.

**3.3.11.4. Costs**

Any cost arising directly or indirectly, in whole or in part, from any noncompliance, by Contractor or any Subcontractor, with any Environmental Law, will be borne by the Contractor and not by the City. This includes, but is not limited to, any cost associated with removal of waste or other material from a facility lacking any required permit. No provision of this Contract is intended to create or constitute an exception to this provision.

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

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

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

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

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

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

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

If any Environmental Law requires Contractor or any Subcontractor to make, submit or file any non-Routine notice or report of any kind, to any Environmental Agency or other person, including without limitation any agency or other person having any responsibility for any type of emergency response activity, then Contractor must deliver a complete copy of the notice or report (or, in the case of legally required telephonic or other oral notices or reports, a comprehensive written summary of same) to the Law Department within 24 hours of making, submitting or filing the original report.

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

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

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

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

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

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

**3.3.11.7. Requests for Documents and Information**

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

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

**3.3.11.8. Environmental Claims and Related Matters**

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

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

**3.3.11.9. Preference for Recycled Materials**

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

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

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

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

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

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

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

### **3.4. Contract Disputes**

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

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

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

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

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

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

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

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

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

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

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

### **3.5. Events of Default and Termination**

#### **3.5.1. Events of Default**

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

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

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

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

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

If a Cure Notice is sent, the CPO may in his/her sole discretion will give Contractor an opportunity to cure the default within a specified period of time, which will typically not exceed 30 days unless extended by the CPO. The period of time allowed by the CPO to cure will depend on the nature of the



event of default and the Contractor's ability to cure. In some circumstances the event of default may be of such a nature that it cannot be cured. Failure to cure within the specified time may result in a Default Notice to the Contractor.

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

If the CPO issues a Default Notice, the CPO will also indicate any present intent the CPO may have to terminate this Contract. The decision to terminate is final and effective upon giving the notice. If the CPO decides not to terminate, this decision will not preclude the CPO from later deciding to terminate the Contract in a later notice, which will be final and effective upon the giving of the notice or on such later date set forth in the Default Notice.

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

### **3.5.3. Remedies**

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

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

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

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

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

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

### **3.5.6. Early Termination**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

As part of airport operations and security, the Contractor must obtain from the airport badging office Airport Security Badges for each of his employees, subcontractors, material men, invitees or any person(s) over whom Contractor has control, which must be visibly displayed at all times while at the airport. No person will be allowed beyond security checkpoints without a valid Airport Security Badge. Each such person must submit signed and properly completed application forms to receive Airport Security Badges. Additional forms and tests may be required to obtain Airport Drivers Certification and Vehicle Permits. The application forms will solicit such information as the Commissioner may require in his discretion, including but not limited to name, address, date of birth (and for vehicles, driver's license and appropriate stickers). The Contractor is responsible for requesting and completing the form for each employee and subcontractor employee who will be working at the Airport and all vehicles to be used on the job site. Upon signed approval of the application by the Commissioner or his designee, the employee will be required to attend a presentation regarding airport security and have his or her photo taken for the badge. The Commissioner may grant or deny the application in his sole discretion. The Contractor must make available to the Commissioner, within one day of request, the personnel file of any employee who will be working on the project.

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

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

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

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

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

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

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

The Contractor's attention is drawn to the fact that airport facilities and infrastructure, including but not limited to runways, taxiways, vehicular roadways, loadways, loading aprons, concourses, holdrooms, gates, and passenger right-of-ways, are being used for scheduled and unscheduled civilian air transportation. Arrivals and departures are under the control of the FAA control tower(s). Use of the Airport for air transportation takes precedence over all of the Contractor's operations. No extra compensation will be allowed for any delays brought about by the operations of the Airport which require that Contractor's work must be interrupted or moved from one part of the work site to another.

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

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

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

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

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

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

For any work on the airfield, between sunset and sunrise, any equipment and materials stored outside must be marked with red obstruction lights acceptable to the Commissioner and in conformity with all FAA requirements, including Advisory Circular 150/5345-43F. All obstruction lights must be kept continuously in operation between sunset and sunrise 7 days a week and also during any daylight periods when aircraft ceiling is below 500 feet and visibility is less than 5 miles. Information on ceiling and visibility may be obtained by the Contractor on request at the office of the Deputy Commissioner of Operations or from the FAA Control Tower

Operator. Proper compliance with these obstruction light requirements is essential to the protection of aircraft and human life and the Contractor has the responsibility of taking the initiative at all times to be aware of ceiling and visibility conditions, without waiting for the FAA Control Tower Operator or any other City representative to ask the Contractor to post obstruction lights.

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

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

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

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

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

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

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

**ARTICLE 4. TERMS FOR PROFESSIONAL SERVICES – SINGLE PROJECT**

**4.1. Providing Services**

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

**4.2. Standard of Performance**

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

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

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

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

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

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

**4.3. Deliverables**

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

The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Contract or reasonably necessary for the purpose for which the City made this Contract. If the City determines that Contractor has failed to comply with the foregoing standards, the City has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Contract.

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

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

Additional Services means those Services which are within the general scope of Services of this Contract, but beyond the description of services in the Detailed Specifications and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Contract. Any Additional Services requested by the Department require the approval by the City through a formal amendment pursuant to Section 1.4.9 of the Standard Terms and Conditions before Contractor is obligated to perform those Additional Services and before the City becomes obligated to pay for those Additional Services.

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

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

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

#### **4.6. Suspension**

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

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

#### **4.7. Personnel**

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

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

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

In selecting the Contractor for this Contract the City relied on the qualifications and experience of those persons identified by Contractor by name as performing the Services ("Key Personnel"). Contractor must not reassign or replace Key Personnel without the written consent of the Commissioner, which consent the Commissioner will not unreasonably withhold. The Commissioner may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Contract

by one or more Key Personnel. Upon that notice Contractor must immediately suspend the services of such person(s) and provide a replacement of comparable qualifications and experience who is acceptable to the Commissioner. Contractor's Key Personnel, if any, are identified in the Scope of Services / Detailed Specifications portion of this Contract.

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

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

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

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

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

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

Contractor will, and will cause all of its Subcontractors, employees, agents and other persons within its control to, execute all documents and perform all acts that the City may reasonably request in order to assist the City in perfecting its rights in and to the copyrights relating to the Deliverables, at the sole expense of the City. Contractor warrants to the City, its successors and assigns, that, on the date of delivery, except as expressly stated otherwise in writing to the Commissioner or before that date: (a) Contractor will be the lawful owner of good and marketable title in and to the copyrights for the Deliverables it prepared, (b)



Contractor will have the legal rights to fully assign the copyrights, (c) Contractor will not assign any copyrights and will not grant any licenses, exclusive or nonexclusive, to any other party (except pursuant to (3) below), (d) Contractor is not a party to any other agreements or subject to any other restrictions with respect to the Deliverables, (e) the Deliverables will be complete, entire and comprehensive within the standard of performance under Section 2.3 of this Contract, and (f) the Deliverables will constitute works of original authorship.

#### **4.9.1. Patents**

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

#### **4.9.2. Indemnity**

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

#### **4.10. Approvals**

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

#### **4.11. Cooperation**

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

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

Contractor covenants that all designs, plans and drawings produced or utilized under this Contract will address and comply with all federal, state and local laws and regulations regarding accessibility standards for persons with disabilities or environmentally limited persons including the following: the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. and the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities ("ADAAG"); the Architectural Barriers Act, Pub. L. 90-480 (1968), and the Uniform Federal Accessibility Standards ("UFAS"); and the Illinois Environmental Barriers Act, 410 ILCS 25/1 et seq., and all regulations promulgated thereunder, see Illinois Administrative Code, Title 71, Chapter 1, Section 400.110. If the above standards are inconsistent, Contractor must assure that its designs, plans, and drawings comply with the standard providing the greatest accessibility. Also, Contractor must, prior to construction, review the plans and specifications to insure compliance with these standards. If Contractor

fails to comply with the foregoing standards, the City may, without limiting any of its remedies set forth in this contract or otherwise available at law, in equity or by statute, require Contractor to perform again, at no expense, all services required to be re-performed as a direct or indirect result of such failure.

**4.13. Reimbursement for Travel**

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

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

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

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

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

### **5.1. Scope of Services**

This Contract is for Lead Tunnel Design and Engineering Services-Terminal Area Plan-for the O'Hare 21 Program at O'Hare International Airport.

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

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

### **5.2. List of Key Personnel**

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

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

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

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

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

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

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

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

### **5.5. Payment**

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

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

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

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

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

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

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

#### **5.5.4. Centralized Invoice Processing**

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

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

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

*Invoices for the Department of Aviation:*

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

OR

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

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

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

Invoice quantities, service description, unit of measure, pricing and/or catalog information must correspond to the terms of the Bid Page(s).

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

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

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

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

**5.5.5. Criteria for payment**

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

In the event of a dispute between Contractor and the City as to whether any particular charge will be paid, or as to whether the amount of such charge is reasonable, allocable to the services under the contract, or allowable, the Contractor must, and the Department may, refer such dispute to the Chief

Procurement Officer for resolution in accordance with the Contract Disputes section of this contract. The City will not withhold payment for undisputed sums on such invoice while a dispute is being resolved.

**5.6. Funding**

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



**CITY OF CHICAGO**  
**Department of Procurement Services**  
**Jamie L. Rhee, Chief Procurement Officer**  
121 North LaSalle Street, Room 806  
Chicago, Illinois 60602-1284  
**Fax: 312-744-3281**

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

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

**PLACEHOLDER**

**ARTICLE 7.      INSURANCE REQUIREMENTS**

**PLACEHOLDER**

**ARTICLE 8. SIGNATURE PAGE**

Contract Number:

Specification Number: 880169

Contractor (Vendor) Name:

Total Amount (Value):

Fund Chargeable:

**SIGNED at Chicago, Illinois:**

**CONTRACTOR:**

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

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

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

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

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

This instrument was acknowledged before me on \_\_\_\_\_ (date) by \_\_\_\_\_

as President (or other authorized officer) and \_\_\_\_\_ as Secretary of

\_\_\_\_\_ (name of party on behalf of whom instrument was executed).

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

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

**CITY OF CHICAGO**

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

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

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



## EXHIBITS

Exhibits follow this page. Remainder of page intentionally blank.

**EXHIBIT 1: SCOPE OF SERVICES AND TIME LIMITS FOR PERFORMANCE**

## EXHIBIT 2: COMPENSATION

**EXHIBIT 3: INSURANCE CERTIFICATE OF COVERAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_

(Signature of Notary Public)

(Seal)

**EXHIBIT 7 :LIST OF SUBCONTRACTORS**



**EXHIBIT 8: HOURLY RATES**