



# City of Chicago



O2019-8101

Office of the City Clerk

## Document Tracking Sheet

**Meeting Date:** 10/16/2019

**Sponsor(s):** Lightfoot (Mayor)

**Type:** Ordinance

**Title:** Concessions lease and license agreement with Taking Flight Concessions LLC for provision of dual-purpose concession and vending services at Chicago O'Hare International Airport Multimodal Facility

**Committee(s) Assignment:** Committee on Aviation

AVIA



OFFICE OF THE MAYOR  
CITY OF CHICAGO

LORI E. LIGHTFOOT  
MAYOR

October 16, 2019

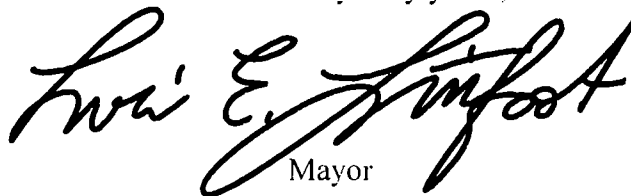
TO THE HONORABLE, THE CITY COUNCIL  
OF THE CITY OF CHICAGO

Ladies and Gentlemen:

At the request of the Commissioner of Aviation, I transmit herewith an ordinance authorizing the execution of a lease and license agreement with Taking Flight Concessions LLC.

Your favorable consideration of this ordinance will be appreciated.

Very truly yours,

  
Mayor

## ORDINANCE

**WHEREAS**, The City of Chicago ("City") is a home rule unit of government as defined in Article VII, §6(a) of the Illinois Constitution, and, as such, may exercise any power and perform any function pertaining to its government and affairs; and

**WHEREAS**, The City owns and operates Chicago O'Hare International Airport ("Airport") and possesses the power and authority to lease its premises and facilities and to grant other rights and privileges with respect thereto; and

**WHEREAS**, The City is vested with authority to provide for the needs of aviation, commerce, shipping, and traveling to and around the Airport to promote and develop the Airport, and, in the exercise of such power, to enter into agreements with entities to manage City-owned properties at the Airport, upon such terms and conditions as the corporate authorities of the City shall approve; and

**WHEREAS**, As a component of the O'Hare Modernization Program, the Multimodal Facility ("MMF") was completed in 2018 as a multi-use facility for the relocation and consolidation of rental car operations and public parking at the Airport; and

**WHEREAS**, The City desires a dual-purpose concession be established at the MMF to provide a combination of concession products and vending services to accommodate passengers and employees using the MMF; and

**WHEREAS**, On September 11, 2018, the City issued a request for proposals ("RFP") to lease, develop, and operate a convenience and vending concession at the MMF ("Concessions Operation"); and

**WHEREAS**, Taking Flight Concessions, LLC ("Taking Flight") was one of two respondents to the RFP; and

**WHEREAS**, The City evaluated both of the proposals submitted in response to its RFP and selected Taking Flight to lease, license, develop and operate the Concessions Operation at the MMF pursuant to a Concessions Lease and License Agreement ("Agreement"); and

**WHEREAS**, The City desires to enter into an Agreement with Taking Flight to lease, license, develop, and operate the Concessions Program at the MMF pursuant to the terms and conditions set forth in the Agreement in substantially the form of Agreement attached hereto as Exhibit A; and now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHICAGO:**

**SECTION 1.** The above recitals are incorporated by reference as if fully set forth herein.

**SECTION 2.** The Mayor or the mayor's proxy is hereby authorized to execute, upon the recommendation of the Commissioner of the Chicago Department of Aviation ("Commissioner") and

the approval of the Corporation Counsel as to form and legality, an Agreement with Taking Flight substantially in the form of such Agreement as is attached hereto as Exhibit A.

**SECTION 3.** The Commissioner and such other City officials and employees as may be required are authorized to take such actions and execute such other documents as may be necessary or desirable to implement the objectives of this ordinance.

**SECTION 4.** This ordinance shall take effect immediately upon its passage and approval.

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**CONCESSION LEASE AND LICENSE AGREEMENT**

**BETWEEN**

**THE CITY OF CHICAGO  
(CHICAGO DEPARTMENT OF AVIATION)**

**AND**

**TAKING FLIGHT CONCESSIONS, LLC**

**AT  
CHICAGO O'HARE INTERNATIONAL AIRPORT**



**LORI E. LIGHTFOOT  
MAYOR**

**JAMIE L. RHEE  
COMMISSIONER**

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**SIGNATURE PAGE**

SIGNED:

CITY OF CHICAGO

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

Date: \_\_\_\_\_

RECOMMENDED BY: \_\_\_\_\_  
Commissioner of Aviation

APPROVED AS TO FORM AND LEGALITY:

Senior Counsel \_\_\_\_\_

**TAKING FLIGHT CONCESSIONS, LLC**

By: \_\_\_\_\_  
Julia Rendon *for* JHM Corporation

Its: Manager  
[Title]

Date: \_\_\_\_\_

## CONCESSION LEASE AND LICENSE AGREEMENT

This Concession Lease and License Agreement (“**Agreement**”) is entered into as of \_\_\_\_\_, 2019 (“**Effective Date**”). The Agreement is by and between **Taking Flight Concessions, LLC**, a limited liability company, organized in **Illinois** (“**Tenant**”), and the **City of Chicago**, a municipal corporation and home rule unit of local government under the Constitution of the State of Illinois (“**City**”), acting through its Chicago Department of Aviation (“**CDA**” or “**Department**”).

### **BACKGROUND**

The City owns and, through CDA, operates Chicago O'Hare International Airport (“O'Hare” or the “Airport”). O'Hare includes an international terminal, three domestic terminals, a multimodal facility and a transportation center (collectively, the “**Terminals**”). The City has determined that certain portions of the Terminals will be used for food, beverage and retail concessions designed to serve the needs of Airport patrons and employees and desires to operate its concession program at the Terminals to strive to meet the needs and desires of Airport users by providing first-class food, beverage, retail and service facilities.

The City issued a Request for Proposals (“RFP”) for a concession at the Airport and Tenant responded with a proposal to operate a concession featuring convenience, food, beverage, gift and vending merchandise at O'Hare. The City desires to grant Tenant, and Tenant desires to accept, a license to operate such a concession and a lease to operate the concession at the Terminal location(s) identified in this Agreement, all under the terms and conditions of this Agreement.

The City and Tenant acknowledge that the continued operation of the Airports as safe, convenient and attractive facilities is vital to the economic health and welfare of the City of Chicago, and that the City's right to supervise performance under this Agreement by Tenant is a valuable right incapable of quantification.

NOW, THEREFORE, the City and Tenant agree as follows:

### **ARTICLE 1 CITY APPROVAL**

This Agreement is subject to approval by the City Council of the City of Chicago. The City is not bound by the terms of this Agreement until such time as it has been approved by the City Council and has been duly executed by the Mayor of Chicago or her proxy. As provided in Section 11.13, where the approval or consent of the City is required under this Agreement, unless expressly provided otherwise in this Agreement, it means approval or consent of the Commissioner or the Commissioner's authorized representative. As provided in Section 11.3, unless expressly provided otherwise in this Agreement, any amendment of this Agreement will require execution by the Mayor or his proxy. As further provided in Section 11.3, any substantial amendment of the terms of this Agreement will require approval by the City Council.

## **ARTICLE 2 INCORPORATION OF BACKGROUND AND EXHIBITS**

2.1 Incorporation of Background. The background set forth above is incorporated by reference as if fully set forth here.

2.2 Incorporation of Exhibits. The following exhibits are incorporated into and made a part of this Agreement:

Exhibit 1	Leased Space(s) and Confirmation(s) of DBO
Exhibit 2	Rent
Exhibit 3	Development Plan
Exhibit 4	City's Shell and Core Obligations, if any
Exhibit 5	Products and Price List
Exhibit 6	Form of Letter of Credit
Exhibit 7	Insurance Requirements
Exhibit 8	ACDBE Special Conditions and Related Forms
Exhibit 9	MBE/WBE Special Conditions and Related Forms
Exhibit 10	Design and Construction Standard Operating Procedures-Concessions
Exhibit 11	Economic Disclosure Statements and Affidavits
Exhibit 12	Airport Concessions Handbook
Exhibit 13	Liquidated Damages

## **ARTICLE 3 DEFINITIONS**

3.1 Interpretation and Conventions.

A. The term "**include,**" in all of its forms, means "include, without limitation," unless the context clearly states otherwise.

B. The term "**person**" includes firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.

C. Any headings preceding the text of the articles and sections of this Agreement, and any table of contents or marginal notes appended to copies of this Agreement are solely for convenience of reference and do not constitute a part of this Agreement, nor do they affect its meaning, construction or effect.

D. Words in the singular include the plural and vice versa. Words of the masculine, feminine or neuter gender include correlative words of the other genders. Wherever an article, section, subsection, paragraph, sentence, exhibit, appendix, or attachment is referred to, the reference is to this Agreement, unless the context clearly indicates otherwise.

E. Where the approval or consent of Tenant is required under this Agreement, it means the approval or consent of the Tenant's authorized representative. To be binding on the

City, all approvals or consents must be in writing and signed by the appropriate City representative.

F. Whenever time for completion or performance is listed as "days", if the number of days is 30 or more, it means calendar days, and if the number of days is less than 30, it means business days per the City of Chicago calendar.

### 3.2 Definitions

In addition to terms defined elsewhere in this Agreement, the following words and phrases, when capitalized, have the following meanings:

**"Additional Rent"** has the meaning set forth in Section 7.1.

**"Additional Space"** means Retail Space or Storage Space that is located in the Terminals and that is added to Leased Space after the Effective Date pursuant to Section 5.1, but does not include Relocation Space. Additional Space, if any, that is offered to Tenant, is solely at the discretion of the Commissioner. Tenant has absolutely no right or entitlement to be offered any Additional Space and the concept of Additional Space is solely for the benefit of the Airport's concession program.

**"Affiliate"**, except where otherwise defined, means any individual, corporation, partnership, trustee, administrator, executor or other legal entity that directly or indirectly owns or controls, or is directly or indirectly owned or controlled by, or is under common ownership or control with Tenant.

**"Airport Concession Disadvantaged Business Enterprise" or "ACDBE"** means an entity meeting the definition of airport concession disadvantaged business enterprise, as defined in U.S. Department of Transportation Regulations Title 49, Code of Federal Regulations, Part 23, as amended from time to time, and certified as such in the State of Illinois in accordance with those regulations.

**"Airport Concession Program Handbook"** means the handbook developed by the CDA to govern the uniform operation of the concessions programs at the Airports. The Airport Concession Program Handbook is available on the CDA website and may be amended from time to time by the Department. Any amendment of the Airport Concession Program Handbook by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of Airport Concession Program Handbook does not conflict with the other terms and conditions of this Agreement. In the event of a conflict between the Airport Concessions Handbook and this Agreement, this Agreement shall govern.

**"Chief Procurement Officer"** means the head of the Department of Procurement Services of the City and any City officer or employee authorized to act on her behalf.

**"Commissioner"** means the head of the Department and any City officer or employee authorized to act on her behalf. City contractors and consultants, including the Concession Management Representative, have no authority to grant approvals or consents required to be granted by the Commissioner under this Agreement, except where the Concession Management

Representative is expressly authorized to do so.

**"Common Areas"** means those areas of the Terminals that are not leased, licensed, or otherwise designated or made available by the Department for exclusive or preferential use by specific party or parties.

**"Comptroller"** means the head of the Department of Finance of the City and any City officer or employee authorized to act on his behalf.

**"Concession"** means Tenant's business of offering the Products identified in Exhibit 5 for sale at retail to the public at the Airport pursuant to this Agreement.

**"Concession Management Representative"** or **"CMR"** means the entity retained by the City to assist in overseeing Concessions, including the construction of Improvements, at the Airport.

**"Construction Documents"** means the drawings and specifications for the construction of Improvements, approved by the Commissioner pursuant to Section 5.5.

**"Date of Beneficial Occupancy"** or **"DBO"** means, as to each Retail Space, the latest to occur of (A), (B) or (C) as follows:

- A. the date that is 120 days after the Delivery Date of the Retail Space in question;
- B. the date that is 90 days after the building permit for the Improvements for the Retail Space in question is issued; provided that the Tenant has demonstrated to the satisfaction of the Commissioner that Tenant timely submitted design drawings in accordance with Section 5.5 hereof and promptly applied for, and diligently pursued the issuance of, such building permit; or
- C. the date set forth in the Development Plan for the commencement of retail sales in the Retail Space in question; provided, however, that the date set forth in the Development Plan for commencement of retail sales shall be extended one day for each day Tenant has demonstrated to the satisfaction of the Commissioner that Tenant was delayed due to *force majeure* pursuant to Section 11.20. Under no circumstance can this date exceed 60 days beyond the date established in A. above.

Notwithstanding the foregoing, if Tenant completes the Improvements in any Retail Space and commences retail sales in such Retail Space before the DBO determined in accordance with the foregoing, the DBO for that Retail Space is the date that retail sales commence.

The DBO for each Retail Space shall be confirmed in writing by the parties, and such written **"Confirmation(s) of DBO"** shall thereafter be attached to Exhibit 1 of this Agreement without need for a formal amendment of this Agreement.

The Date of Beneficial Occupancy for any Storage Space is the Delivery Date for that Storage Space.

**"Default Rate"** means 12% per annum.

**"Delivery Date"** means the date, given in writing by the Commissioner, upon which the

City gives Tenant possession of the Retail Space or Storage Space in question.

**"Department"** means the Chicago Department of Aviation, also known as CDA.

**"Design and Construction Standard Operating Procedures- Concessions Projects"** or **"C-SOP"** means those certain design standards and policies prepared by the Department for the Concession areas at the Airport, as amended by the Department from time to time.

**"Development Plan"** means, as further described in Section 5.5, the Tenant's conceptual plans, budget and other design specifications for construction of its Improvements and its schedule for commencement of retail sales in each Retail Space. The Development Plan is attached hereto as Exhibit 3.

**"Distribution Fee"** means the amount, if any, payable pursuant to Section 4.11 for the Tenant's use of a centralized distribution and storage facility.

**"Environmental Laws"** means collectively, all applicable federal, state and local environmental, safety or health laws and ordinances and rules or applicable common law, including the Occupational Safety and Health Act of 1970, as amended (29 U.S.C. §651 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. §9601 et seq.), the Hazardous Materials Transportation Authorization Act of 1994 (49 U.S.C. §5101 et seq.), the Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), the Toxic Substances Control Act of 1976, as amended (15 U.S.C. §2601 et seq.), the Clean Air Act (42 U.S.C. §7401 et seq.), the Clean Water Act (33 U.S.C. §1251 et seq.), the Safe Drinking Water Act (42 U.S.C. §300(f) et seq.) as any of the foregoing may later be amended from time to time; any rule or regulation pursuant to them, and any other present or future law, ordinance, rule, regulation, permit or permit condition, order or directive addressing environmental, health or safety issues of or by the federal government, or any state or other political subdivision of it, or any agency, court or body of the federal government, or any state or other political subdivision of it, exercising executive, legislative, judicial, regulatory or administrative functions.

**"Event of Default"** has the meaning set forth in Article 9.

**"Food Court Common Area"** means the space immediately adjacent to specific Retail Spaces where shared seating is provided to the public as detailed in Exhibit 1.

**"Gross Revenues"** means the total amount in dollars at the actual sales price of all receipts, whether for cash or on credit, that are derived from business conducted in, on or from the Leased Space, all mail or telephone orders received or filled at or from the Leased Space, all deposits not refunded to purchasers, all orders taken in and from the Leased Space, including catalog and on-line sales whether or not the orders are filled elsewhere, and receipts or sales by Tenant and any other person or persons doing business in or from the Leased Space, including receipts from promotions, advertising, and income derived from retail display advertising or any other use of the Leased Space by Tenant. Gross Revenues do not, however, include the following:

- A. any sums collected and paid out by Tenant for any sales, retail excise, use, privilege, or retailers occupation taxes now or later imposed by any duly

- constituted governmental authority;
- B. the amount of any cash or credit refund made upon any sale, but only if the original sale was made in or from the Leased Space and included in Gross Revenue;
- C. bona fide transfers of Products to or from the Leased Space to any other stores or warehouses of Tenant;
- D. sales of Tenant's fixtures and store equipment not in the ordinary course of Tenant's business;
- E. returns to shippers, suppliers or manufacturers;
- F. bulk sales of Products inventory not sold to the public and not in the ordinary course of business; and
- G. insurance proceeds received from the settlement of claims for loss of or damages to Improvements, Products, fixtures, trade fixtures and other Tenant personal property other than the proceeds of business interruption insurance.

A "sale" is deemed to have been consummated for purposes of this Agreement, and the entire amount of the sales price must be included in Gross Revenues, at the time that: (i) the transaction is initially reflected in the books or records of Tenant; or (ii) Tenant receives all or any portion of the sales price; or (iii) the applicable goods or services are delivered to the customer, whichever occurs first.

**"Imposition"** means real estate taxes, permit fees, license fees, and any other fee or charge not specified in this Agreement but otherwise payable by Tenant pursuant to a statute, ordinance, or regulation in order for Tenant to operate the Concession at the Airport.

**"Improvements"** means the improvements to be made to the Leased Space by Tenant that add or maintain value to the Leased Space, including fixtures and trade fixtures (but excluding trademarked or proprietary trade fixtures) and any other enhancements of a permanent or temporary nature made to the Leased Space, other than the Shell and Core, so that the Leased Space can be used for Concession operations. The Improvements must be described, along with a budget of Improvement Costs, and depicted conceptually in the Development Plan and must conform to Tenant's response to the RFP.

**"Improvement Costs"** means the total amount paid by Tenant for categories of labor, services, materials and supplies used in the design, development, installation and construction of the Improvements. The minimum Improvement Costs must not be less than 95% of the budgeted Improvement Costs included in the approved Development Plan. Tenant's actual, reasonable Improvement Costs will be memorialized in the written Confirmation of DBO that will be attached to Exhibit 1 upon approval by the Commissioner. Whenever this Agreement refers to amortization of Improvement Costs for a Leased Space, such amortization will be calculated on a straight-line basis over 60 months from the DBO of the Leased Space in question, and the amount being amortized will be the actual Improvement Costs for that Leased Space as memorialized in the Confirmation of DBO for that Leased Space.



**"In-Line Site"** means a Retail Space, other than a Kiosk, that may be permanent or temporary.

**"Kiosk"** means a Retail Space that is a non-mobile, free-standing, permanent or temporary facility that is not affixed to the Terminals, whether completely free-standing or located against a wall.

**"Lease"** means the lease granted by the City to the Tenant in Section 4.1 to use and occupy the Leased Space in order to conduct and operate the Concession pursuant to the License.

**"Leased Space"** means the total Retail Space and Storage Space leased to Tenant under this Agreement, identified in Exhibit 1, which may be amended from time to time as space may be added to, deleted from, or relocated during the Term in accordance with the provisions of this Agreement. Leased Space shall be used for operation of the Concession and for no other purpose unless otherwise approved in writing by the Commissioner.

**"Lease Year"** means

- A. for the initial Lease Year of this Agreement, a period beginning on the first Date of Beneficial Occupancy of any Retail Space and ending on December 31 of that calendar year, and
- B. for the balance of the Term, each successive calendar year, but including only that portion of the calendar year prior to the date on which the Term expires or the Agreement is otherwise terminated.

**"License"** means the privilege granted to Tenant under this Agreement to operate the Concession at the Airport.

**"License Fee"** means the fee payable by Tenant for the License, equal to the greater of the "Percentage Fee" or "Minimum Annual Guarantee", as set forth in Section 7.1 and Exhibit 2.

**"Marketing Fee"** means the Tenant's contribution for promotions at the Airport, as set forth in Section 4.10.B.

**"Minimum Annual Guarantee" or "MAG"** means the minimum amount payable each Lease Year for the License Fee. If this Agreement covers more than one Retail Space, Exhibit 2 must prorate the MAG for the Agreement among the various Retail Spaces in proportion to their anticipated Gross Revenue volumes. The MAG for each Retail Space will commence upon the DBO for that Retail Space.

**"Percentage Fee"** means the percentage fee(s) set forth in Exhibit 2.

**"Products"** means the convenience merchandise, food and beverage menu items, Chicago oriented gift items, vending items and related merchandise that Tenant is permitted to sell in its Retail Space and maintain in inventory in its Storage Space under the terms of this Agreement, as set forth by category or item in Exhibit 5. As set forth in Article 4, Tenant was selected by the City specifically to sell the Products identified in Exhibit 5 and is not permitted to sell any items or types of items not identified in Exhibit 5 or conduct any other business from the Leased Space unless otherwise agreed in writing by the Commissioner.

**"Relocation Space"** means space to which Tenant must relocate a Retail Space or Storage Space at the request of the Commissioner pursuant to Section 5.1.

**"Rent"** means all amounts payable by Tenant in connection with this Agreement, including but not limited to License Fees, Additional Rent and any liquidated damages specified in the Agreement for non-compliance with the City's requirements for Concession operations.

**"Retail Space"** means a Leased Space used by Tenant for the sale at retail of Products, including any Additional Space or Relocation Space used for that purpose.

**"Shell and Core"** means those improvements to the Leased Space to be completed by the City as specified in Exhibit 4 and, with respect to Additional Space or Relocation Space, as may be agreed in writing by the Commissioner.

**"Storage Space"** means a Leased Space used by Tenant for storage of Products inventory to support a Retail Space. No Products may be sold to the public from Storage Space.

**"Subcontractor"** means all entities providing services and materials to Tenant necessary for its Concession operations or for the construction, repair, and maintenance of the Leased Space and Improvements. The term "Subcontractor" also includes subconsultants of any tier, subcontractors of any tier, suppliers and materialmen, whether or not in privity with Tenant.

**"Subcontracts"** means all oral or written agreements with Subcontractors.

**"Sustainable Airport Manual" or "SAM"** means the manual developed by the CDA regarding environmentally sustainable practices in the construction and operation of the Airports. The manual is available on the CDA website and may be updated from time to time by the CDA. Any amendment of the SAM by the Department during the Term of this Agreement will be binding on Tenant without need for amendment of this Agreement, provided that the amendment of SAM does not conflict with the other terms and conditions of this Agreement. In the event of a conflict between the SAM and the terms of this Agreement, the terms of this Agreement shall govern.

**"Term"** means the period of time beginning on the Effective Date and ending at 11:59 p.m. on the seventh anniversary of the DBO of the Retail Space to open for business, excluding any Retail Space that is Additional Space or Relocation Space. At his/her sole discretion, the Commissioner may extend the Term by two additional years, in one year increments by written notice to Tenant.

**"Use Agreements"** means those certain airport use and facility lease agreements between the City and the airlines operating out of the Airport regarding the use and operation of the Airport, as amended or executed from time to time.

**"Value Price"** has the meaning set forth in Section 4.3.

**"Work"** means everything necessary for the design, engineering, construction and installation of the Improvements; when referring to restoration of Improvements after Major Damage, it means everything necessary for the replacement, repair, rebuilding, or restoration of the Improvements.

#### **ARTICLE 4 LICENSE, LEASE AND TENANT'S OPERATIONS**

4.1 Concession License and Lease. As of the Effective Date, the City grants Tenant a License to operate a Concession at the Airport and, upon delivery of the Leased Space or portion thereof, a Lease to operate the Concession from the Leased Space so delivered. Tenant accepts the License and Lease from the City and assumes the duties of Tenant provided in this Agreement and in the Airport Concession Program Handbook. **TENANT ACKNOWLEDGES AND AGREES THAT ALL AMOUNTS PAYABLE TO THE CITY UNDER THIS AGREEMENT CONSTITUTE RENT.** Tenant understands and agrees that both its License to operate a Concession and its right to occupy the Leased Space will terminate upon the expiration or earlier termination of this Agreement. If Tenant complies with the terms of this Agreement, Tenant will have the right of ingress to and egress from the Leased Space, for Tenant, its officers, employees, agents, Subcontractors, vendors, suppliers, and invitees, subject, however, to all statutes, ordinances, rules and regulations from time to time enacted or established by the City, the FAA, the TSA or any other governmental agency or authority having jurisdiction. Tenant must not conduct its Concession operations in a manner that, in the judgment of the Commissioner:

- A. interferes or might interfere with the reasonable use by others of Common Areas or the leased or licensed space of other tenants or licensees at the Airport;
- B. hinders or might hinder TSA, Airport security, police, fire-fighting or other emergency personnel in the discharge of their duties;
- C. would, or would be likely to, constitute a hazardous condition at the Airport;
- D. would, or would be likely to, increase the premiums for insurance policies maintained by the City, unless the operations are not otherwise prohibited under this Agreement and Tenant pays the increase in insurance premiums occasioned by the operations; or
- E. would involve any illegal purposes.

4.2 No Subleases, Assignments or Other Uses. Tenant understands and agrees that the Lease and the License granted under this Agreement are interdependent and that the locations of the Retail Spaces were determined by the City so that the Concession operated by Tenant is an element of an overall concession program and, as such, complements and does not conflict with other concessions in the vicinity of the Retail Space(s). Accordingly, Tenant acknowledges: that the principal purpose of this Agreement is to provide Tenant a License to operate its Concession, without right of sublease or assignment, from the Leased Space and that any attempted sublease, assignment or other use of the Leased Space without the written consent of the City in accordance with the terms of this Agreement is absolutely prohibited and is an Event of Default.

4.3 Products and Value Pricing.

A. Exhibit 5 to this Agreement constitutes the listing, by general category or specific item, of all Products that Tenant is allowed to sell from each Retail Space and the prices to be charged to the public. Those items of Products that Exhibit 5 indicates are mandatory, if any, must be offered for sale to the public by the Tenant as a part of the Airport's overall concession program. If Exhibit 5 is stated in general terms, upon request, Tenant must within 5 days provide the Commissioner with a complete list of all Products and prices. The City's execution of this

Agreement constitutes its approval of the sale of the products, services, and pricing as reflected on Exhibit 5 on the Effective Date. Any changes to Exhibit 5 are subject to the Commissioner's prior written approval. Upon such approval, Exhibit 5 may be amended without need for formal amendment of this Agreement pursuant to Section 11.3.

B. Tenant must stock a sufficient amount of each item comprising its Products within the Retail Space so as to maximize Gross Revenues, subject to and consistent with Tenant's and the City's desire to accommodate the convenience and needs of the Airport's patrons. The Products must be new, fresh and of top quality. Tenant must store Products inventory in excess of the amount needed to stock displays out of sight of customers before restocking a display.

C. Value Pricing. The City has established a Value Pricing policy for all Tenants at the Airport. The policy generally requires Tenants to charge a price for a product or service at the Airport as the same price charged for the same product or service at similar stores in the City (each hereinafter referred to as a "Benchmark Store"). Benchmark Stores will be proposed by the Tenant subject to approval by the City. The following locations and areas shall be excluded when establishing Benchmark Stores: hotel restaurants or kiosks, bus and train transportation centers, entertainment centers, arenas, theaters, convention centers or similar venues. Benchmark Store exclusions may change throughout the Term as determined necessary by the City. If the Tenant or its Subtenants currently operate the exact other locations in the City of Chicago, then these locations may be designated Benchmark Stores. Otherwise, Benchmark Stores will be selected based on stores that are comparable to the proposed concept. Notwithstanding the aforementioned exclusions, in the case of a news and gift store where Tenant or its Subtenant currently operate a same-brand location in the City of Chicago, in a transportation center, and that location has its own customer walk-up street access, the City may consider allowing Tenant to propose that location as a Benchmark Store. In such a case, the Value Pricing policy prohibits mark-up of pricing higher than that of the applicable Benchmark Store because that store already is in a transportation center.

Other Pricing Policy. The Commissioner may adopt other reasonable pricing policies, with which Tenant and Subtenants shall comply, to restrict overcharging and price gouging by Subtenants due to their dominant market position and any exclusive rights granted, but in no event shall the Commissioner require prices lower than the established Value Pricing.

Tenant must submit to the CMR, within 30 days after the end of each Lease Year, or as requested from time to time by the Commissioner or CMR, a pricing report demonstrating compliance by Tenant with the Value Price requirements. Any prices that the Commissioner or CMR determines to be inconsistent with the Value Price requirements must be adjusted accordingly. At any time, and from time to time, the Commissioner or CMR may review the prices of the Products then being offered for sale by Tenant and require adjustments in prices of the Products or particular items in order to comply with the Value Price requirement. Following the CMR's written notice to Tenant, Tenant shall promptly adjust the price of the Products or particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the

Commissioner will assess Tenant liquidated damages, not as a penalty, pursuant to Exhibit 13.

D. At any time, the Commissioner or the CMR may review the quality of the Products then being offered for sale by Tenant and require reasonable improvements in quality of the Products or particular items or may require elimination of particular items that the Commissioner determines to raise safety or security issues. Following the Commissioner's written notice to Tenant, Tenant shall within 5 days rectify or modify the quality of the Products or particular items or eliminate the particular items, as applicable. Failure to comply within five days will constitute an Event of Default. Tenant's failure to comply would cause the City damages, including loss of goodwill, that are difficult or impossible to prove or quantify. Therefore, in addition to other remedies for an Event of Default, for as long as non-compliance continues after the five-day cure period, the Commissioner will assess Tenant as liquidated damages, not as a penalty, pursuant to Exhibit 13.

4.4 General Requirements for Operation of Concessions. Tenant has the authority to manage and administer the Concession in the Leased Space, subject to the rights of the City under the law, in equity, and under this Agreement to direct Tenant in order to ensure that the Airport operates in the most effective and efficient way possible and to supervise the Tenant's performance. Tenant covenants to take all commercially reasonable measures to maintain, develop, facilitate and increase the business of the Concession so as to maximize Gross Revenues. Tenant further covenants that neither it nor any Affiliate of Tenant will divert or cause or allow to be diverted any business from the Leased Space to other locations not at the Airport that are operated by Tenant or any Affiliate of Tenant. A material condition of this Agreement is that Tenant must operate the Concession operations in accordance with the Airport Concession Program Handbook, the Sustainable Airport Manual, and the following general requirements:

A. Unless otherwise approved by the Commissioner in writing, Tenant must conduct business in its Retail Space only in the Tenant's trade name identified in its response to the RFP.

B. Due to the nature of the concession, Tenant is authorized to install and operate any coin, card, token or otherwise activated vending machines as part of the Tenant's Development Plan and approved by the Commissioner.

C. Tenant must conduct its Concession operations in a first-class, businesslike, efficient, courteous, and accommodating manner consistent with the "**Physical Inspection Standards**" that appear in Appendix 1 of the Airport Concession Program Handbook. The Commissioner or the CMR has the right to make reasonable objections to the appearance and condition of the Leased Space if they do not comply with the Physical Inspection Standards. Tenant must discontinue or remedy any non-compliant practice, appearance or condition within five days following receipt of a written notice by the Commissioner or CMR (or immediately upon receipt of such a notice if the Commissioner or CMR deems non-compliance hazardous or illegal). Tenant's failure to timely cure the non-compliance as required by the Commissioner or CMR would cause the City damages including, among other things, loss of goodwill, which would be difficult or impossible to prove or quantify. Accordingly, if Tenant fails to timely cure non-compliance, then, in addition to all other remedies the City may have at law, in equity or under this Agreement, and beginning on the first day after expiry of the five-day cure period,

Tenant must pay the City, as liquidated damages, and not as a penalty, the amount shown in connection with the loss of good will among visitors to the Terminals, pursuant to Exhibit 13 of this Agreement for each non-compliant practice, appearance or condition specified in the notice that remains uncured after the cure period.

D. Tenant must neither commit nor allow any nuisance, noise or waste in the Leased Space or annoy, disturb or be offensive to others in the Terminals. Tenant must employ all reasonable means to prevent or eliminate unusual, nauseating or objectionable smoke, gases, vapors or odors from emanating from the Leased Space. Tenant must employ all reasonable means to eliminate vibrations and to maintain the lowest possible sound level in the operation of the Concession.

E. Tenant must at all times accept all denominations of U.S. currency and any of at least three nationally recognized credit cards, such as but not limited to American Express, Visa, MasterCard and Discover, as suitable payment for the sale of all Products. Tenant must offer a receipt with each purchase. Tenant must make change for the public regardless of whether or not a purchase is made. If Tenant is found to prohibit the acceptance of U.S. currency, the City may assess a penalty of \$200 per day for non-compliance.

F. Tenant must not place or install any racks, stands, or trade fixtures directly on or over the boundaries of its Leased Space. Tenant must not use any space outside the Leased Space for sale, storage or any other undertaking, other than in connection with deliveries made in a prompt, timely and efficient manner.

G. In its capacity as Tenant under this Agreement, and not as an agent of the City, Tenant must manage the Concession operations and the Leased Space in accordance with this Agreement, in furtherance of which Tenant must, among other things:

- (i) use reasonable efforts to remedy problems and issues raised by Airport patrons with respect to the operation of the Leased Space;
- (ii) answer in writing all written customer complaints within 72 hours after receipt, furnishing a copy of the complaint and the answer to the Commissioner within that period; and,
- (iii) furnish the Commissioner within 72 hours after their receipt copies of all written notices received by Tenant from any governmental authority or any Subcontractor with respect to any part of the Leased Space or any Subcontract.

If Tenant fails to timely respond to customer correspondence or governmental notices and furnish the requisite copies to the Commissioner, Tenant acknowledges that the City may suffer loss of goodwill and other harm the value of which is difficult to determine, and thus, in addition to any remedies for the Event of Default, the Commissioner will assess as liquidated damages against Tenant, and not as a penalty, an amount pursuant to Exhibit 13 of this Agreement if (A) after the initial 72 hours until Tenant responds to the customer complaint or governmental notice and (B) if Tenant fails to provide the requisite copies to the Commissioner until the Tenant provides the Commissioner with the copies. Tenant's failure to perform either (A) or (B) for a period of 30 days or more will be grounds for the City declaring an Event of Default pursuant to

Article IX, in which event Tenant will have no longer than 10 days to cure the Event of Default.

4.5 Hours of Operation.

A. Tenant must begin conducting its Concession operations in each Retail Space on the Date of Beneficial Occupancy applicable to that Retail Space and continue them uninterrupted after that date during all required hours of operation. The Retail Space shall be open to serve the public seven (7) days per week and three hundred sixty-five (365) days per year. In no event shall the hours of operation be curtailed to an extent that the service contemplated under this Lease shall be diminished. Except as otherwise stated herein, the hours of service shall be determined in light of changing public demands and Airport's flight schedules. The Retail Space must be open, at a minimum, from 5:30 a.m. until 10:00 p.m. daily, unless otherwise approved by the Commissioner or CMR in writing. The Tenant is required to allow access to its vending machines, 24 hours per day. If the Commissioner or CMR deems it necessary in order to serve the public at the Terminals, Tenant must keep any or all of its Retail Space open for additional hours as the Commissioner or CMR reasonably determines. From time to time, the Commissioner or CMR may require Tenant to extend its hours for peak holiday travel seasons or for flight delays due to inclement weather, or conversely, the Commissioner or CMR may allow the Tenant to open a Retail Space later than 5:30 a.m. or close it earlier than 10:00 p.m. when passenger traffic is light.

B. Except as otherwise permitted under this Agreement, if Tenant fails to operate its Concession from any portion of the Retail Space during all times that Tenant is required to do so under this Agreement and the failure continues for more than three days after the City gives Tenant notice, it is an Event of Default. In addition, Tenant acknowledges that failure to provide Concession services to the public would cause the City substantial damages, a portion of which may be ascertainable but another portion of which, related to loss of goodwill due to the public's inability to obtain the Products, the provision of which is one of the key purposes of this Agreement, might be difficult or impossible to prove or quantify. Accordingly, in addition to other remedies available to the City for an Event of Default, Tenant must pay the City as liquidated damages (and not as a penalty) in connection with such loss of goodwill the amount shown in Exhibit 13 of this Agreement beginning as of the time that the City first notifies Tenant that it is not operating the Concession in accordance with the time requirements of this Agreement. The obligation to make payments of liquidated damages will continue until the earliest of: (i) the time that the affected portion of the Retail Space re-opens for business; (ii) the date that this Agreement expires or is terminated with respect to the affected portion of the Retail Space; and (iii) the date that the Commissioner receives possession of the affected portion of the Retail Space.

4.6 Personnel.

A. Staff.

(i) Tenant must maintain a full time, fully trained staff during the Term of this Agreement having sufficient size, expertise and experience to operate the Concession. Tenant must maintain an adequate sales force so as to maximize Gross Revenues and use the utmost skill and diligence in the conduct of its Concession operations. A minimum of two staff members

must be present during all hours of operation. After the commencement of operations at the Leased Space, Tenant and Commissioner agree to discuss staffing levels and determine if fewer staff members are appropriate at non-peak times.

(ii) All employees of Tenant must at all times be clean, courteous, neat in appearance and helpful to the public, whether or not on duty. While on duty, Tenant's employees must wear Airport identification badges (and any other form(s) of identification that may be required by the Commissioner or CMR from time to time) and are required to wear uniforms in good taste, the color and style of which Tenant selects. Tenant may make the arrangements with its own employees as it considers appropriate regarding the purchase and maintenance of standard uniforms. The City is entitled at any time to direct Tenant to require any of its employees not properly attired to immediately conform to the requirements of this Section or leave the Leased Space. Tenant must not permit its employees to use any portion of the Terminal Common Spaces, including the public washrooms located there, for the changing of clothes or the storage of their personal effects, nor may Tenant permit its employees to loiter in the Common Areas of the Terminals, including but not limited to the Food Court Common Area.

(iii) Tenant and its personnel must at all times participate and cooperate fully in all quality assurance programs that may be instituted by the Commissioner or CMR from time to time. Tenant must cause its personnel to attend all customer service training meetings and participate in such other programs as may be required by the Commissioner or CMR. An appropriate officer or management representative of Tenant must meet with the Commissioner or CMR as requested by the Commissioner or CMR to discuss matters relating to this Agreement, including merchandising and marketing plans. In addition, at the request of the Commissioner or CMR, an appropriate officer or management representative of Tenant must attend other meetings with the City, airlines, other users of the Terminals or any other parties designated by the Commissioner or CMR.

(iv) The Commissioner reserves the right to object to any of the personnel responsible for the day-to-day operation of the Concession. Upon receipt of such objection, Tenant must use its best efforts to resolve the cause for Commissioner's objection or replace the objectionable personnel with personnel satisfactory to the Commissioner.

(v) In the event that Tenant was not the existing tenant in the Leased Space prior to the Effective Date, Tenant and its subtenants, if any, will work cooperatively in attempting to retain existing concession employees working in the Leased Space. This will be accomplished by giving the existing concession employees working in the Lease Space prior to the Effective Date preferential interviews for jobs in the Leased Space during the term of this Agreement.

B. General Manager. Tenant must designate a General Manager experienced in management and supervision who has sufficient authority and responsibility to administer and manage the Concession. The General Manager (or authorized representative) must be immediately available to the Department whenever any of the Retail Spaces are open. The base of operations of the General Manager must be at the Airport, and the General Manager must spend substantially all of his or her working hours at the Airport, unless the Commissioner approves in writing another arrangement. The General Manager is subject to removal at the direction of the Commissioner if the Commissioner reasonably determines, in her sole discretion,



that the General Manager is not performing up to standards consistent with the fulfillment of Tenant's obligations.

C. Salaries. Salaries of all employees of Tenant and its Subcontractors performing services or Work under this Agreement must be paid unconditionally and not less often than once a month without deduction or rebate on any account, except only for those payroll deductions that are mandated by law or permitted by the applicable regulations issued by the United States Secretary of Labor under the "Anti-Kickback Act" of June 13, 1934 (48 Stat. 948; 62 Stat. 740; 63 Stat. 108; 18 U.S.C. § 874, and 40 U.S.C. § 276c). Tenant must comply with all applicable "Anti-Kickback" regulations and must insert appropriate provisions in all Subcontracts covering Work under this Agreement to insure compliance of all Subcontractors with those regulations and with the other requirements of this subsection, and is responsible for the submission of affidavits required under them, except as the United States Secretary of Labor may specifically provide for variations of, or exemptions from, the requirements of them.

D. Minimum Wage. Tenant agrees that this Agreement is subject to Mayoral Executive Order 2014-1 ("Executive Order 2014-1"), which provides for a fair and adequate Minimum Wage to be paid to employees of City concessionaries and their contractors, subcontractors and sub-lessees. Tenant and any of its Subtenants, subcontractors, and subleasees must pay the Minimum Wage set forth in Executive Order 2014-1 and comply with any applicable regulations issued by the Chief Procurement Office. As of July 1, 2019 the Minimum Wage for all employees to be paid pursuant to Executive Order 2014-1 is \$14.10 per hour. This requirement applies to any employee working at the Airport. When the employer takes an allowance for gratuities pursuant to 820 ILCS 105/3(c), the employer shall base the calculation of the amount to be paid by the employer to the employee on the minimum wage as set forth in 820 ILCS 105/3, and add \$1.00 per hour to that amount. As of July 1, 2019, the resulting amount to be paid, taking an allowance for gratuities, is \$7.60 per hour.

Every July 1, these hourly wages 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 of each year, the City will make available to the Tenant a bulletin announcing the adjusted minimum hourly wages for the upcoming year.

Tenant, and any Subtenants, subcontractors, that pay an employee the wage for employees who receive gratuities, shall transmit to the City, in a manner provided by regulation, substantial evidence establishing both the amount that the employee received as gratuities during the relevant pay period or periods, and the fact that the employee did not return any part of those gratuities to the Tenant, Subtenants, or subcontractor. If Tenant, Subtenants, or subcontractor, is required by the Minimum Wage Law to provide substantially similar data to the Illinois Department of Labor, the City may allow compliance with this requirement by filing the same documentation with the City. The City shall utilize this data to ensure that each employee receives, in combined salary and gratuities, at least the base hourly wage required under Executive Order 2014-1.

However, the Minimum Wage is 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. 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 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.

This Minimum Wage section does not apply if Tenant or Subtenant is a not-for-profit organization having tax-exempt status under Section 501(c)(3) of the United States Internal Revenue Code and recognized under Illinois law governing not-for-profit corporations

#### 4.7 Operation and Maintenance.

A. The City, at its sole cost and expense, will keep in good repair the Common Areas, including the roof, structures, foundations and central mechanical, plumbing and electrical systems in the Airport providing heating, ventilation, cooling, water, sewage and electrical service to the Terminals. The City will provide, without separate charge to Tenant, heating, ventilating and cooling of the Common Areas. The Commissioner reserves the right to interrupt temporarily the heating, air cooling, ventilation, plumbing or electrical services furnished to the Common Areas, the Terminals or the Airport as a whole to make emergency repairs or for other reasonable purposes, and the Commissioner will restore the services as soon as reasonably possible. The City has no responsibility or liability for failure to supply heat, air cooling, ventilation, plumbing, electrical or any other service to the Leased Space, the Common Areas, the Terminals or the Airport, when prevented from doing so by laws, orders or regulations of any federal, state or local governmental requirement (including any requirement of any agency or department of the City) or as a result of the making of repairs or replacements, fire or other casualty, strikes, failure of the utility provider to provide service or due to any other matter not within the City's reasonable control.

B. (i) Tenant must provide all cleaning and janitorial services to the Leased Space. Tenant must clean, maintain and repair (including replacements, where necessary) the Leased Space and Improvements in first-class condition and repair during the entire Term.

(ii) Tenant must provide, maintain and clean the tables and chairs in the Food Court Common Area adjacent to the Leased space.

(ii) Tenant is responsible for pest control within the Leased Space by contracting with a professional pest control service to provide service on a regular basis or as needed, or at the Commissioner's election, the City or CMR may provide or contract for the pest control and charge Tenant a reasonable charge for the service. If the Commissioner so requires, Tenant must coordinate all pest control service with the City's or CMR's pest control contractor. Tenant must furnish the Commissioner and CMR a copy of its pest control contract and service records upon request.

(iii) Tenant must, at its own expense, keep the kitchen waste and exhaust system, including the grease trap and all risers, piping and fans used in connection with the waste and exhaust systems, whether located in or outside of the Leased Space, and all other pipes or ducts used by Tenant, including black iron duct, in good repair and so as to meet the highest standards of cleanliness, health, and safety, in a manner consistent with the operation of a first-class restaurant and in accordance with all applicable laws, codes and regulations of any governmental authority having jurisdiction. Tenant must clean grease pans on a regular basis. Tenant must properly maintain the grease trap to prevent any overflow or discharge of grease. The grease trap and all plumbing pipes must be rodded and cleaned regularly and as often as necessary to prevent clogging or discharge. Tenant must not permit any grease to be discharged into the City's plumbing lines. If fixtures or equipment are installed in or attached to roof vents or other openings in the structure or to ducts that connect with the openings, Tenant must keep the ducts, vents and openings free from the accumulation of grease, dirt and other exhaust matter and must furnish and service any filters or other equipment necessary to prevent such accumulation. Tenant must keep the exhaust fan in good condition and repair so as to provide at least the air flow velocities required by applicable codes and regulations. Without limiting the foregoing, Tenant must clean black iron duct twice yearly, or more often as may be required by any local governmental codes, regulations or officials, insurance requirements or applicable industry standards, whichever is more restrictive.

Tenant must maintain all fire detection and fire suppression systems and mechanisms in accordance with all applicable laws, codes and the requirements of all applicable policies of insurance and insurance inspectors and of the City. Tenant must not cause or permit any damage to insulation and fire protection materials surrounding the black iron duct. In addition to Tenant's obligation to maintain utility lines in the Leased Space as set forth in Section 4.8 below, Tenant must install and maintain in good working order and in accordance with the rules and regulations of all insurers and applicable laws, codes, and regulations of any governmental authority, all fire extinguishing systems in the Leased Space.

Upon request, Tenant must provide CMR with monthly repair and maintenance reports detailing all repair and maintenance undertaken with respect to its Leased Space. In the event that such repair and maintenance reports indicate that Tenant is not complying with its repair and maintenance obligations, it shall be an Event of Default. In addition to any other remedies available to the City, if Tenant fails to undertake required repair or maintenance within 5 days after receiving notice from the Commissioner (or such shorter time as may be required due to health or safety reasons) the City may undertake the required repair or maintenance through a City contractor or its own forces and charge Tenant the reasonable cost thereof as Additional Rent.

(iv) To the extent any City ordinance imposes a stricter standard than the requirements of this section, the stricter standard must govern. With respect to a Leased Space that has been designated to be relocated, if any, Tenant's obligations with respect to repair and maintenance will continue until such time as Tenant has completed the Improvements in the Relocation Space to which the affected Leased Space is being relocated.

- (v) Any damage to property of the Airport or property of other tenants arising out of Tenant's failure to perform its maintenance obligations is expressly deemed a "Loss" subject to Tenant's indemnification obligations under Section 8.2.

C. Food Court Common Areas.

To the extent that any of Tenant's Retail Space is located adjacent to a Food Court Common Area, the following provisions apply to such Retail Space:

- (i) Tenant has the non-exclusive right to use the Food Court Common Area, in common with other tenants and their customers, on the terms and conditions established by the City and as may be revised during the Term at the City's sole discretion. That use does not include the right to wait on customers in the Food Court Common Area. The City reserves the right to establish and enforce the policies for the Food Court Common Area and tenants whose customers use the Food Court Common Area that the City determines are in the best interest of the overall operation of the Food Court Common Area, so that the City may properly and efficiently operate and manage it as a whole. Tenant must comply with these policies.
- (ii) Tenant must at all times in operating its business in the Retail Space abide by all rules and regulations applicable to tenants whose customers use the Food Court Common Area including those relating to: (a) the health and sanitary conditions of the Retail Space, the Food Court Common Area and the employees of Tenant; (b) standards and quality of Products, services, and merchandising as determined by the City; (c) customer relations; and (d) other matters as the City determines applicable with respect to the operation of the Food Court Common Area and the business conducted by Tenant and all other tenants whose customers use the Food Court Common Area.
- (iii) The City will be responsible for the operation, repair and maintenance of the Food Court Common Area, including cleaning of floors. Food Court CAM Costs include all costs incurred by the City in the repair and maintenance of the Food Court Common Area, including corridors and seating areas (but not the costs of purchase or cleaning of tables and chairs provided by Tenant), and include, but are not limited to costs of: painting; cleaning (including floors, but excluding the surfaces of tables and chairs); trash and grease removal; operation, maintenance and repair and replacement of all lighting, electrical, plumbing, HVAC and other mechanical and utility systems; cleaning and retrieval of trays; water, power, gas and sewerage charges; wages and salaries (including employee benefits, unemployment, Social Security and Medicare, and any other payroll taxes) for employees performing operation, maintenance and repair of the Food Court Common Area; materials, equipment, supplies and services purchased for operation, maintenance and repair of Food Court Common Area; required permits and licenses; reasonable straight-line depreciation of movable equipment (excluding tables and chairs) used in the operation, maintenance or repair of the

Food Court Common Area; rental of any equipment used in the operation, maintenance or repair of the Food Court Common Area; and all other direct costs and expenses properly chargeable to the operation, maintenance or repair of the Food Court Common Area. Neither the City nor any company, firm or individual operating, maintaining, managing or supervising the Food Court Common Area, nor any of their respective agents or employees, are or will be liable to Tenant or to any of Tenant's employees, agents, customers or invitees or anyone claiming through or under Tenant, for any damage, injuries, losses expenses, claims or causes of action because of any interruption or discontinuance at any time for any reason in furnishing services relating to operation, maintenance and repair of the Food Court Common Area, nor will any such interruption or discontinuance be deemed a disturbance of Tenant's use or possession of the Leased Space or any part of it; nor will any such interruption or discontinuance relieve Tenant from full performance of Tenant's obligations under this Agreement.

- (iv) Tenant is responsible for providing daily cleaning and maintenance of the Food Court Common Area limited to, tables, chairs and Tenant's waste receptacles. Tenant is also responsible for coordinating with building management for waste disposal and coordination with the City or its designee with respect to the cleaning of the Food Court directly adjacent to Tenant's Leased Space.

#### 4.8 Utilities.

A. Tenant must pay for all utilities furnished to the Leased Space, to the extent separately metered. All utilities must be separately metered for usage within a Leased Space except to the extent that the Commissioner agrees otherwise in writing. Notwithstanding the foregoing, in the event that water/sewage is not separately metered, the City may charge Tenant for water/sewage based on a reasonable estimate of usage given the nature of the Concession.

B. In addition to payment for utility service, Tenant must maintain utility lines to the Leased Space as follows:

- (i) where the utility lines, including gas, electrical, telephone, hot and cold water, fire sprinkler, gas, and sewer serve both the Leased Space and other areas of the Terminals, Tenant is only obligated to maintain those branch lines and facilities that exclusively serve the Leased Space; and
- (ii) where such utility lines are entirely for the exclusive service of the Leased Space, Tenant is obligated to maintain the utility lines from the Leased Space up to the main entry point of the utility to the Terminal(s). Alternatively, the City may, at the Commissioner's sole discretion, maintain such utility lines and charge Tenant the reasonable cost of the maintenance.
- (iii) Tenant must maintain all electrical cables, conduits, wiring, fire alarm systems, electrical panels and associated equipment located within and serving the Leased Space.

#### 4.9 Refuse Handling.

A. Tenant, at its own cost and expense, must provide for the handling of all refuse, including trash, garbage, recycling and other waste created by its Concession operations and for their disposal at a centrally located collection area within the Airport designated by the Commissioner from time to time. Within its Leased Space, Tenant must provide a complete and proper arrangement for the adequate sanitary handling and disposal of trash, garbage, recycling and other refuse resulting from its Concession operations. Tenant must provide and use suitable covered metal receptacles for all trash, garbage, recycling and other refuse in accessible locations within the boundaries of each Leased Space. Piling of boxes, cartons, barrels or other similar items in an unsightly or unsafe manner on or about the Leased Space or the Common Areas is forbidden. The Commissioner reserves the right, from time to time, to establish time periods or schedules during which Tenant must remove refuse from the Leased Space.

B. Tenant must comply with all present and future laws, orders and regulations and any rules and regulations promulgated by the Commissioner regarding the separation, sorting and recycling of garbage, refuse and trash, including but not limited to those policies, rules and regulations incorporated in the Airport Concessions Program Handbook and the Sustainable Airport Manual. Tenant must separate and appropriately dispose of recyclable and non-recyclable waste, including organic materials. Recyclable waste includes newspaper, unsoiled paper products, cardboard, plastic, aluminum and glass. Tenant is encouraged to use service goods made from recycled and recyclable materials. All recyclable waste will be disposed at the direction of the CDA. The CDA may also require sorting and disposal of compostable/organic wastes, including food scraps and soiled paper products. Tenants must therefore also provide for the separation of pre-consumer compostable\organic waste for composting. Tenants are expected to fully comply with CDA's waste recovery program by sorting, to the maximum extent possible, recyclable and compostable waste from that which will be sent to landfill.

#### 4.10 Promotion.

A. Signs and Advertising. Tenant may, at its own expense and subject to obtaining any necessary permits, install and operate necessary and appropriate identification signs in and on the Retail Space for its promotional use (identifying the Concession operations at the Retail Space in question or the Products sold there). All such signage (especially all signage visible from the Common Areas) must be in compliance with signage and other applicable criteria adopted by the Commissioner or other City agencies from time to time and subject to the prior written approval of the Commissioner as to the number, size, height, location and design (as applicable). Tenant must not install, affix, or display any signage outside the Retail Space except as permitted by the Department. Without the prior written consent of the Commissioner, Tenant and its Subcontractors must not distribute any advertising, promotional or informational pamphlets, circulars, brochures or similar materials at the Airport except within the Retail Space and except as are related to Tenant's Concession.

B. Marketing and Advertising Fund. The Department operates a marketing fund ("**Marketing Fund**") for the purpose of financing a program for advertising and promoting Concessions at the Airport. Such program may include special events, shows, displays, signs, marquees, décor, seasonal events, and print, television, radio and other media advertisements. In addition, the City may use the Marketing Fund to defray the costs of administration of the

Marketing Fund, including the expenses for a promotion and advertising manager. The Marketing Fund is funded by contributions from tenants, as required by the provisions of their agreements with the City. The monthly contribution by Tenant is in an amount equal to the product of the Gross Revenues for the prior month multiplied by 0.005 (one-half percent) (the “**Marketing Fee**”). The City may, but is not required to, contribute to the Marketing Fund. Tenant has no ownership or beneficial interest whatsoever in the Marketing Fund or any unspent moneys therein.

#### 4.11 Distribution and Storage; Deliveries.

A. It is necessary, due to the number of Concession tenants in the Airport, that the Commissioner protect the Common Areas and the Terminal curbside for the flow of airline passengers. Therefore, Concession deliveries must be made only within the times and at the locations authorized by the Commissioner or his designated representative and otherwise in accordance with the terms of this Agreement. All deliveries that require access to the aircraft operations area (“**AOA**”) must be made by vehicles and drivers qualified and permitted to drive over AOA roadways.

(i) O’Hare. There is currently no central distribution and storage facility at O’Hare; however, the City intends to implement such a facility during the Term of this Agreement. Thereafter, at the option of the Commissioner, after first giving reasonable notice to Tenant, the Commissioner may require Tenant to arrange for all deliveries to the central distribution and storage facility, except where delivery to a third party is prohibited by law, such as delivery of liquor, or as otherwise approved by the Commissioner in writing. At the Commissioner's sole discretion, the central distribution and storage facility, if implemented, may be operated by a third party contractor selected or approved by the Commissioner. If the central distribution and storage facility is implemented, Tenant must pay the City, or the third party operator, Tenant's proportional share of the cost for deliveries to and distribution from the facility (“**Distribution Fee**”) as determined by the Commissioner. Such Distribution Fee will be intended to cover the costs of delivery as well as development, utility, operation and maintenance costs and other costs associated with the opening and/or operation of the central distribution and storage facility and is considered to be Additional Rent.

(ii) Tenant acknowledges that the City will not be responsible for and will have no liability related to the operation of (or the failure to operate) the central distribution and storage facility at either Airport, including lost profits, consequential damages or any other losses or damages whatsoever.

#### 4.12 Certain Rights Reserved By the City.

A. Except as expressly provided otherwise in this Agreement: the City has the rights set forth below, each of which the City may exercise with notice to Tenant and without liability to Tenant for damage or injury to property, person or business on account of exercising them; the City’s exercise of any such rights is not deemed to constitute a breach of this Agreement or a disturbance of Tenant's use or possession of or Lease to the Leased Space; the City’s exercise does not give rise to any claim, including for set-off or abatement of Rent; the City’s exercise

also does not relieve Tenant of any obligation to pay all Rent when due. The rights include the rights to:

- (i) Install, affix and maintain any and all signs on the exterior and on the interior of the Terminals;
- (ii) Decorate or to make repairs, inspections, alterations, additions, or improvements, whether structural or otherwise, in and about the Terminals, or any part of them, and for such purposes to enter upon the Leased Space, and during the continuance of any of the work, to temporarily close doors, entryways, public space and corridors in the Terminals, and to interrupt or temporarily suspend services or use of facilities, all without affecting any of Tenant's obligations under this Agreement, so long as the Leased Space is reasonably accessible and usable;
- (iii) Upon request, require Tenant to furnish the Department with copies of door keys for the entry doors of the Leased Space, where applicable, and to retain them at all times, and to use in appropriate instances, keys, including master keys and passkeys, to all doors within and into the Leased Space, but the keys will at all times be kept under adequate and appropriate security by the Department. Tenant must not change any locks, nor affix locks on doors without the prior written consent of the Commissioner. Notwithstanding the provisions for the Department's access to the Leased Space, Tenant releases the City from all responsibility arising out of theft, robbery, pilferage and personal assault unless the same results from the City's gross negligence or willful misconduct. Upon the expiration of the Term of this Agreement or Tenant's right to possession of the Leased Space, Tenant must return all keys to the Concession Management Representative and must disclose the combination of any safes, cabinets or vaults left in the Leased Space;
- (iv) Approve the weight, size and location of safes, vaults and other heavy equipment and articles in and about the Leased Space and the Terminals so as not to exceed the legal load per square foot designated by the structural engineers for the Airport, and to require all such items and furniture and similar items to be moved into or out of the Terminals and the Leased Space only at the times and in the manner as the Commissioner directs in writing. Tenant must not install or operate machinery or any mechanical devices of a nature not directly related to Tenant's ordinary use of the Leased Space without the prior written consent of the Commissioner. Movements of Tenant property into or out of the Terminals or the Leased Space and within the Terminals are entirely at the risk and responsibility of Tenant, and the Commissioner reserves the right to require permits before allowing any property to be moved into or out of the Terminals or the Leased Space;
- (v) Establish controls for the purpose of regulating all property and packages, both personal and otherwise, to be moved into or out of the Terminals and the Leased Space;



- (vi) Regulate delivery and service of supplies and the usage of the apron area, loading docks, receiving areas and freight elevators and designate the times within which, and the locations at which, deliveries may be made to or by Tenant;
- (vii) Show the Leased Space to prospective Tenants and subtenants at reasonable times and, if vacated or abandoned, prepare the Leased Space for re-occupancy;
- (viii) Erect, use and maintain pipes, ducts, wiring and conduits, and appurtenances to them, in and through the Leased Space at reasonable locations;
- (ix) Enter the Leased Space for the purpose of periodic inspection for fire protection, maintenance and compliance with the terms of this Agreement, including but not limited to the Airport Concession Handbook, and exercise any rights granted to City or retained by City in this Agreement; except in the case of emergency, however, the right must be exercised upon reasonable prior notice to Tenant and with an opportunity for Tenant to have an employee or agent present;
- (x) Grant to any person the right to conduct any business or render any service in or to the Terminals or the Airport.
- (xi) Promulgate from time to time rules and regulations regarding the operations at the Airport; and
- (xii) Maintain newspaper vending machines at any location in the Airport.

B. If Tenant is required to perform any sprinkler Work, City reserves the right to perform the Work and charge the Tenant for the cost of the sprinkler Work and specify charges as Additional Rent under the Agreement or to approve Tenant's proposed sprinkler contractor, at the Commissioner's sole option. If any sprinkler work requires a temporary shut-down and/or drainage of the sprinkler system or portion thereof in the Terminal, Tenant must pay an up-front fee of \$500 per occurrence in the form of a certified check or money order.

## **ARTICLE 5 LEASED SPACE AND IMPROVEMENTS**

5.1 Leased Space. As provided in Section 4.1, the City grants Tenant the right to use the Leased Space identified in Exhibit 1, or portions thereof, from the date of delivery of each portion of the Leased Space through the remainder of the Term of this Agreement for the operation of the Concession, except as otherwise provided for herein. Exhibit 1 may be amended by agreement of the Tenant and the Commissioner from time to time to reflect changes in Leased Space, including but not limited to any Additional Space or Relocation Space. As of the Effective Date, all square footage identified in Exhibit 1 is approximate, and is subject to final correction in accordance with field measurements to be taken after completion of the Improvements. All such measurements relating to the Leased Space will be made to and from the "lease lines" as identified on Exhibit 1. Tenant must confine all of its Concession operations to its Leased Space. Any conduct of Concession operations outside of Tenant's Leased Space is an Event of Default.

A. Retail Space. The Leased Space includes the Retail Space identified in Exhibit 1.

Retail Space is to be used for the sale of Products at retail to the public.

B. Storage Space. The Leased Space includes the Storage Space, if any, identified in Exhibit I. Storage Space is to be used to store inventory and supplies for use in the Retail Space. It may be used for other purposes relating to the Concession with the consent of the Commissioner, but not as a point of retail sale of Products. If the Commissioner determines that Tenant is using Storage Space for purposes unrelated to the Concession, the Commissioner may unilaterally delete the Storage Space from the Leased Space. If the Commissioner determines that the size of the Storage Space exceeds the needs of the Tenant, the Commissioner may unilaterally reduce the size of the Storage Space.

C. Additional Space.

- (i) During the Term, the Commissioner may from time to time, at his/her sole discretion, make Additional Space available in the Terminals for Tenant's Concession operations. In such event, the Commissioner will send written notice to Tenant to advise Tenant of the following:
  - a. size and location of the Additional Space being offered, if any;
  - b. whether the Additional Space is being offered as Retail Space or Storage Space; and
  - c. the City's Shell and Core obligations and Tenant's Improvement obligations for the Additional Space.

Within 30 days after receiving the notice from the Commissioner, Tenant must notify the Commissioner if it accepts or rejects the Additional Space and, if the Additional Space is Retail Space, the proposed Improvements and the amount by which Tenant proposes to increase its Minimum Annual Guarantee to reflect the anticipated increase in Gross Revenues from the Additional Space. Upon notification from Tenant to the Commissioner that Tenant accepts the Additional Space and, if the Additional Space is Retail Space, acceptance by the Commissioner of the proposed Improvements and increase in the Minimum Annual Guarantee, the square footage will be added to the Retail Space or Storage Space, as applicable, under this Agreement and Exhibits 1 and 2 modified accordingly. Upon notification from Tenant to the Commissioner that it rejects the Additional Space or if Tenant fails to notify the Commissioner within 30 days that it accepts the Additional Space, the offer will terminate and the Commissioner may offer the Additional Space to others.

- (ii) Nothing in (i) above requires the Commissioner to offer any Additional Space to Tenant or limits or restricts the Commissioner's or the City's right to enter into any Concession agreement with any third party for such space. **Additional Space, if any, offered to Tenant is solely for the benefit of the Airport to enhance Airport revenues, and whether or not to offer such Additional Space to Tenant is at the Commissioner's sole and absolute discretion. TENANT HAS NO RIGHT TO BE OFFERED ANY ADDITIONAL SPACE.**

- (iii) The maximum aggregate amount of Retail Space that may be offered to Tenant as Additional Space is 1,500 sq. ft.

D. Relocation Space. The Commissioner may at any time during the Term require Tenant to relocate all or portion of the Leased Space to another location within the Airport and terminate the Lease with respect to the Leased Space being vacated when, in the sole discretion of the Commissioner, the relocation is necessary for other Airport purposes or is in the best interest of the City. In such an event:

- (i) The Commissioner will notify Tenant in writing within a reasonable period of time prior to the relocation of all or part of the Leased Space. Such notice will be not less than 90 days in advance of the relocation but, in any event, notice is not required more than 180 days in advance.
- (ii) If a Retail Space is being relocated and the Relocation Space has, in Tenant's reasonable business judgment, diminished size, visibility, and/or exposure to passenger traffic in comparison to the Retail Space being vacated, Tenant may so notify the Commissioner in writing no later than 15 days after Tenant receives the Commissioner's notice. Such notice must detail with reasonable specificity why Tenant believes that the Relocation Space is not comparable to the Retail Space being vacated and the projected adverse impact on Tenant's sales. Tenant and Commissioner may thereafter negotiate an adjustment in the Percentage Fee and/or the Minimum Annual Guarantee for the Relocation Space to reflect the differences in size, visibility, and/or passenger traffic. If the Tenant and Commissioner fail to agree on such an adjustment or if Tenant otherwise rejects the Relocation Space, then the Lease for the Retail Space being vacated will terminate on the date for the relocation set forth in the Commissioner's notice, and the Minimum Annual Guarantee as of such date will be adjusted in proportion to the percentage of Tenant's Gross Revenues from prior Lease Year that were generated at the Retail Space being vacated. Further, if the Lease of the Retail Space being vacated is terminated, Tenant is entitled to a credit, equal to the unamortized portion of Tenant's actual Improvement Costs for the Retail Space being vacated (but excluding any Improvement Costs for Tenant personal property or any portion of the Improvements that can be moved and used by Tenant elsewhere), against Rent due and owing to the City from Tenant until the full amount of the credit has been applied against Rent.
- (iii) Except when Tenant rejects Relocation Space pursuant to (ii) above, the City is responsible for costs incurred in the relocation or replication of the Improvements in the Leased Space being vacated, including the cost of moving Tenant's equipment and inventory and the cost of constructing replacement Improvements comparable to the condition of the Improvements in the Leased Space being vacated as of the date of relocation, to the extent comparable Improvements do not already exist in the Relocation Space. In the case of a relocation, Tenant must promptly vacate the portion of the Leased Space required to be vacated and as to which this Agreement is being terminated and return the portion of the Leased

Space in as good or better condition as existed as of the date that the City gave Tenant possession of the Leased Space being vacated, unless the Commissioner otherwise agrees in writing. The City will endeavor not to require Tenant to move from the Leased Space being vacated to the Relocation Space before Work on Improvements in the Relocation Space is completed, but the Leased Space being vacated may be needed for other Airport purposes prior to the completion of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will be deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 Title to Property in the Leased Space. Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 Shell and Core. The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 Tenant's Improvement Obligations.

A. Retail Space and Storage Space. Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(I).

B. Additional Space. Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. Temporary Relocation Space and Additional Space. The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.

D. Improvement Costs. Only Improvement Costs of the types set forth in the budget in the Development Plan are deemed to be validly incurred Improvement Costs for purposes of this Agreement. Tenant must provide the Commissioner with a statement certified by Tenant, setting forth the aggregate amount of the Improvement Costs expended by Tenant for each Leased Space, with such detail as may be reasonably requested by the Commissioner. The certified statement must be submitted at the same time as the "as-built" drawings for the Leased Space. Tenant must make available to the Commissioner, at the Commissioner's request, receipted invoices for labor and materials covering all Improvement Costs. The Commissioner has the right to audit the Improvement Costs. If there is a discrepancy of 5% or more, the cost of the audit must be paid promptly by Tenant upon request. If the Tenant's actual Improvement Costs for any portion of the Leased Space are less than 95% of the amount set forth in the Development Plan for said portion of the Leased Space, Tenant must, within 30 days after the date of completion of the Work or the Date of Beneficial Occupancy, whichever is earlier, pay the City the difference between 95% of the amount set forth in the Development Plan and the actual Improvement Cost for said portion of the Leased Space. The actual Improvement Costs, as approved by the Commissioner, will be memorialized in the confirmation of DBO for the Leased Space in question and attached to Exhibit 1.

#### 5.5 Work Requirements.

A. TIME IS OF THE ESSENCE IN THE PERFORMANCE OF WORK UNDER THIS AGREEMENT.

B. Compliance with Standards. Tenant must comply in its design, construction, use, occupancy and operation of the Leased Space, at its own cost, with:

- (i) all regulations and directives now or later promulgated by the United States Federal Aviation Administration ("FAA") or Transportation Security Administration ("TSA") pertaining to airport security, as such regulations and directives may be amended or modified from time to time during the Term of this Agreement;
- (ii) all federal, State of Illinois, and City laws, rules, regulations and ordinances, including all building, zoning and health codes and all Environmental Laws; and
- (iii) the Design and Construction Standard Operating Procedures- Concessions Projects ("C-SOP") C-SOP, the Airport Concession Program Handbook, and the Sustainable Airport Manual.

Tenant must complete or cause to be completed all Improvements in accordance with all rules, regulations and standards, including the C-SOP, and the approved Construction Documents (as

defined below) for any Improvements. If there is a conflict between work requirements stated in this Agreement and those set forth in the C-SOP, the Commissioner has the sole discretion to determine which prevails. No construction must take place until the Commissioner has approved the Construction Documents.

Tenant must provide for any supplemental heating, cooling and exhaust facilities that Tenant may require to properly heat, cool, ventilate and exhaust air in the Leased Space. All such supplemental facilities must be designed and installed in accordance with the C-SOP and applicable building codes, and must be approved by the Commissioner prior to installation. If at any time the Tenant's supplemental heating, cooling and exhaust facilities fail to comply with the design and operational standards set forth in the C-SOP, Tenant must, on notice from the City, cause repairs to be made so that Tenant is in compliance with this requirement.

In addition to the requirements set forth in the C-SOP, Tenant acknowledges the City's goal to incorporate environmentally sustainable design in building, infrastructure, and tenant improvements at the Airport. Accordingly, Tenant agrees to use best efforts to incorporate sustainable design practices in the development and build out of the Leased Space, to engage a LEED® (Leadership in Energy and Environmental Design) accredited professional on its architectural team, to create an operational plan that incorporates sustainable practices in all aspects of the daily operation of the Leased Space, and to comply to the extent that it is commercially reasonable to the requirements of the Sustainable Airport Manual.

C. Development Plan. Tenant's Development Plan, as approved by the Commissioner, is attached hereto as Exhibit 3. It describes and depicts the Tenant's thematic concept for the Retail Space (including storefront design images, as appropriate), floor plan(s) of the Retail Space, its plan and schedule for implementing the Improvements and commencing Concession operations in the Leased Space, temporary facilities that may be necessary to meet the requirements of this Agreement, and its other submission requirements as set forth in the C-SOP. The Development Plan must include the anticipated Date of Beneficial Occupancy of each Retail Space, the budgeted Improvement Costs for each Retail Space, and the dates by which City must complete the Shell and Core and the Delivery Date necessary in order to achieve the anticipated DBO for each Retail Space.

D. 30, 60, 90 and 100 Percent Design Phase. Tenant must submit to the Commissioner its proposed 30, 60, 90, 100 Percent design drawings and specifications prepared as required under the C-SOP. The C-SOP outlines the timing and expectations for submissions at each percentage of the design phase. The C-SOP also provides the timing of the review by the Commissioner. Tenant must adhere to the time required to respond to the Commissioner's comments as outlined in the C-SOP. If Tenant fails to provide acceptable designs, after 5 attempts, an Event of Default can be declared by the Commissioner.

E. Start of Construction. For each portion of the Leased Space, within 10 days after the latest occurrence of: 1) the date the City delivers to Tenant possession of said portion of the Leased Space, 2) the date Tenant has obtained applicable building permits for said portion of the Leased Space, and 3) the date of commencement of construction set forth in the Development

Plan, Tenant must begin construction of the Improvements under and consistent with the approved Construction Documents, in a diligent, first-class and workmanlike manner. Commissioner may require Tenant and its Subcontractors to meet with the Department's construction manager and Concessions Management Representative prior to starting construction. Among other requirements, the Improvements:

- (i) Must conform with all architectural, fire, safety, zoning and electrical codes and all federal, State, City and other local laws, regulations and ordinances pertaining to them, including the ADA, and all Airport standards, procedures and regulations.
- (ii) Must be free and clear of any mechanics' or materialmen's liens or similar liens or encumbrances.
- (iii) Except as otherwise provided in this Agreement, must be completed entirely at Tenant's cost and expense and in accordance with the requirements of this Agreement including, but not limited to, the requirements and procedures set forth in the C-SOP.
- (iv) Upon the request of the Commissioner, Tenant must purchase and install a security camera and connect the camera feed into a junction box at a location to be determined by the Commissioner. Tenant will permit the Commissioner to connect the security camera to the Airport security system.

Approval of the Construction Documents by the Commissioner does not constitute his/her or the City's representation or warranty as to their conformity with any architectural, fire, safety, zoning, electrical or building code, and responsibility therefore at all times remains with Tenant. Tenant must not permit its design and construction Subcontractors to make any modifications to base building systems without prior written consent of the Commissioner.

F. Change Order Review. Tenant must cause all Work to be performed in a first class, good and workmanlike manner and in accordance with the Construction Documents. Tenant may request in writing that change orders relating to the Work be responded to by the City, and the City will so respond within 10 days, unless a response within 10 days is unreasonable in the circumstances, in which case the response period will be as reasonably determined by the City but in no event longer than 20 days. At all times during the Work, Tenant must have on file with the Commissioner and on the construction site for inspection by the Commissioner, a copy of the approved Construction Documents. Tenant must immediately begin to reconstruct or replace and diligently pursue to completion, at its sole cost and expense, before or after completion of the Work, any Work that is not performed in accordance with the Construction Documents as approved by the Commissioner.

G. Inspection of Improvements in Progress. The Department has the right to enter upon the Leased Space for the purposes of inspecting and recording the Improvements in progress, ensuring that Tenant's construction complies with the Construction Documents, and rejecting any such construction that does not so conform

H. Notice of Substantial Completion and Inspection. At least 10 days prior to anticipated substantial completion of the construction of a Leased Space, Tenant must deliver to the Commissioner a “**notice of substantial completion**” in order for the Commissioner to schedule a representative to inspect the Improvements. On the date specified in the notice of substantial completion, the Department will perform a final inspection of the Improvements for compliance with the Construction Documents for the Improvements, and will, not later than 10 days after inspection, provide a punch list to Tenant describing in sufficient detail any discrepancies between the Improvements and the Construction Documents. Tenant must cause all discrepancies (other than those approved by the Commissioner as variances) to be reconstructed, replaced or repaired in substantial accordance with the Construction Documents. Within 10 days after the date of substantial completion and prior to commencing Concession operations in Leased Space, Tenant must provide, as evidence of the substantial completion of the Work, copies of any and all Certificates of Occupancy and other approvals, if any, necessary for Tenant to occupy the portion of the Leased Space for its intended use. Tenant shall not commence Concession operations in the Leased Space until such documents have been received by the Commissioner and until authorized to do so by the Commissioner.

I. Timeliness - Punch Lists; Opening for Business. Tenant acknowledges that if it fails to comply with Construction Document requirements (including all tasks necessary to satisfy them, such as, but not limited to, applying at the earliest possible time for and diligently pursuing all necessary building permits), the delay may cause the City to suffer substantial damages, including loss of goodwill, that might be difficult to ascertain or prove. For that reason, but subject to extensions that may be approved by the Commissioner, if Tenant has not caused the Improvements to be substantially completed in accordance with the Construction Documents and Retail Space to be open to the public for business not later than the scheduled Date of Beneficial Occupancy in the Development Plan:

- (i) Tenant must pay the City liquidated damages at the rate of \$250 per day for each day from and after the Date of Beneficial Occupancy, until the date on which the Retail Space actually opens to the public for business; and
- (ii) Tenant must cooperate with the Commissioner in providing the interim Concession operations from kiosks or other temporary locations, as the Commissioner may reasonably require, to serve the patrons of the Terminals until the applicable Improvements have been completed and the Retail Space is open to the public for business; and
- (iii) if, for any reason, Tenant fails to substantially complete the Improvements in accordance with the approved Construction Documents relating to them and open the Retail Space to the public for business within 30 days after the Date of Beneficial Occupancy, the failure is an Event of Default, and the City has the right to exercise any and all remedies under this Agreement, at law or in equity; and further,
- (iv) if Tenant is permitted to open for business in accordance with the schedule in the Construction Documents but any punch list items are not completed within 30 days following the date on which Tenant opens to the public for business, the



Commissioner will assess liquidated damages against Tenant at the rate of \$250 per day per punch list item not timely completed; and

- (v) if Tenant is permitted to open for business but any punch list items are not completed within 60 days following the date on which Tenant opens to the public for business, the City reserves the right, at the Commissioner's sole discretion, to either:
  - a. complete the punch list Work at the City's cost and bill the Tenant for this Work, in which case the charges are considered Additional Rent; or
  - b. close the affected Retail Space until all outstanding punch list items are completed.

J. Post-construction Documentation. Tenant must submit a complete set of **“as-built” drawings** and documentation as outlined in the C-SOP to the Commissioner within 30 days after the date the Commissioner authorizes Tenant to begin Concession operations in the Leased Space. The as-built drawings and documentation are and become the property of the City, except to the extent of any intellectual property reflecting Tenant's trademarks, trade names or trade dress contained in them.

K. Mechanics' Liens. Tenant must not permit any mechanics' lien for labor or materials furnished or alleged to have been furnished to it to attach to any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement in any way relating to any work performed by or at the direction of Tenant. Upon making payments to Subcontractors, Tenant must obtain from each Subcontractor a waiver of mechanics' liens against any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement arising out of any Work done by the Subcontractor and each and every of the Subcontractor's materialmen and workmen. If, nonetheless, any such mechanics' lien is filed upon any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement, Tenant must indemnify, protect, defend and save harmless the City against any loss, liability or expense whatsoever by reason of the mechanic's lien and must promptly and diligently proceed with or defend, at its own expense, the action or proceedings as may be necessary to remove the lien. Tenant must deliver notice to the Commissioner of any such lien or claim within 15 days after Tenant has knowledge of it. Tenant may permit the mechanics' to remain undischarged and unsatisfied during the period of the contest and appeal; provided that, upon request by the Commissioner, Tenant must post a bond with the City equal to 150% of the amount of the lien. If the lien is stayed and the stay later expires or if by nonpayment of any lien any portion of the Leased Space, the Airport, Tenant's leasehold interest, or this Agreement will be, or is claimed to be, subject to loss or forfeiture, then Tenant must immediately pay and cause to be satisfied and discharged the lien. If Tenant fails to do so, the Commissioner may, in his or her sole discretion, draw on the bond and make such payment. If the Commissioner has not requested a bond, then the Commissioner may, in his or her sole discretion, make such payment out of legally available Airport funds and, in such event, the amount paid shall immediately be payable by Tenant as Additional Rent. Failure to post a bond when requested by the Commissioner or pay such Additional Rent shall be an Event of Default.

L. Mid-Term Refurbishment. Tenant must budget and expend such funds as necessary to undertake a mid-Term refurbishment of each Retail Space during or about the middle of the Term in order to ensure that each Retail Space presents a first-class appearance to the public. The minimum expenditure does not include financing costs, interest, and inventory or intracompany charges of the Tenant. The scope and extent of the renovation, remodeling, and upgrade and/or redecorating for such mid-Term refurbishment shall be jointly determined by the Commissioner and Tenant.

5.6 Damage or Destruction of Improvements.

A. Insubstantial Damage. If Improvements to any Leased Space are damaged, in whole or in part, by fire or casualty, and there is no Major Damage (as defined below) to the portion of the Terminals served by the damaged Improvements, then the City will repair any damage to the Shell and Core at the City's expense, and Tenant must repair the damage to the Improvements as soon as reasonably possible (after completion of the Shell and Core) at Tenant's expense.

B. Major Damage.

- (i) **"Major Damage"** means any damage or destruction that, based on reasonable estimates made by the Department within 60 days after the occurrence of the damage or destruction, in order to be repaired to the condition existing before the damage or destruction:
  - a. would cost, with respect to the Improvements, in excess of 50% of the replacement cost value of all Improvements; and
  - b. would cost, with respect to the Shell and Core, in excess of 50% of the replacement cost of the Shell and Core, or would require, in the sole judgment of the Commissioner, more than nine months to complete.
- (ii) If any part of the Terminals suffers Major Damage, whether or not including any portion of the Leased Space located in them, in whole or in part by fire or other casualty, the Commissioner has the right, for a period of six months starting on the date of the occurrence, to elect not to repair the Major Damage as otherwise required under this section, by giving written notice of the election to Tenant. If the Commissioner notifies Tenant of the Commissioner's election not to repair the Major Damage, this Agreement will terminate as to the affected Leased Space effective as of the date of the Major Damage, all Rent due under this Agreement will be prorated to the date of termination, and Tenant must surrender the affected portion of the Leased Space to the City.
- (iii) If any portion of the Leased Space suffers Major Damage, and if after the occurrence of the damage the Agreement is not terminated, the Commissioner and the Airport architect will estimate the cost of restoration and the length of time that will be required to repair the damage and will notify Tenant of the estimate. If the damage can be repaired and the Improvements restored before the Term expires, then Tenant must repair the damage and restore the Improvements. If

repair and restoration cannot be substantially completed before the Term expires, then this Agreement terminates as to the portion of the Leased Space as of the date of the Major Damage.

- (iv) If this Agreement is not terminated in accordance with paragraphs (B) (ii) or (iii) and a casualty has damaged or destroyed any portion of the Shell and Core involving the Leased Space, the City will restore the Shell and Core to the condition existing on the Delivery Date, according to the original as-built plans and specifications. Upon completion of the City's Shell and Core restoration work, if any, Tenant must proceed to rebuild the Improvements as nearly as possible to the character of Improvements existing immediately before the occurrence.
- (v) Before beginning to replace, repair, rebuild or restore Improvements, Tenant must deliver to the Commissioner a report of an independent consultant acceptable to the Commissioner setting forth:
  - a. an estimate of the total cost of the Work;
  - b. the estimated date upon which the Work will be substantially completed; and
  - c. a statement to the effect that insurance proceeds are projected to be sufficient to pay the costs of the Work.
- (vi) The Commissioner will use commercially reasonable efforts to provide suitable temporary Relocation Space during the period of restoration subject to the reasonable approval of Tenant. Tenant must relocate the Concession operations to the temporary Relocation Space, and the costs associated with any such relocation, including moving expenses and the cost of reconstructing the Improvements in the temporary Relocation Space, must be borne by Tenant.

C. Tenant's Option. If the Leased Space or a portion of it is subject to Major Damage during the final three years of the Term, Tenant has the right, for a period of 60 days beginning on the date of the occurrence, to elect not to restore the affected Improvements as otherwise required under this Agreement by giving the Commissioner written notice of the election, in which event this Agreement will, as to the portion of the Leased Space, terminate upon the notice. If Tenant desires to rebuild the affected Leased Space, it may do so only upon the written approval of the Commissioner.

D. Insufficient Insurance. In no event will the City be obligated to repair, alter, replace, restore, or rebuild any Improvements, or any portion of them, nor to pay any of the costs or expenses for them. If Tenant's available insurance proceeds are not sufficient to cover the cost of the restoration as required under this Section, then Tenant is liable to complete the repairs at its own cost and expense, except as provided in (C) above.

#### 5.7 City Resident Construction Worker Employment Requirement.

A. Use of Residents. In connection with and during the construction of any Work in excess of \$100,000 in Improvement Costs, Tenant and its Subcontractors must comply with the provisions of § 2-92-330 of the Municipal Code of the City of Chicago (“**Municipal Code**”), as amended from time to time concerning the minimum percentage of total construction worker hours performed by actual residents of the City. (At least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City. Tenant may request a reduction or waiver of this minimum percentage level of Chicagoans in accordance with standards and procedures developed by the Chief Procurement Officer of the City.) In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions. “**Actual residents of the City**” means persons domiciled within the City. The domicile is an individual's one and only true, fixed and permanent home and principal establishment. Tenant and each Subcontractor (for purposes of this subsection, “**Employer**”) must provide for the maintenance of adequate employee residency records to ensure that actual Chicago residents are employed. Each Employer will maintain copies of personal documents supportive of every Chicago employee's actual record of residence.

B. Certified Payroll Reports. Weekly certified payroll reports (U.S. Department of Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically to the Commissioner and must identify clearly the actual residence of every employee on each submitted certified payroll. The first time that an employee's name appears on a payroll, the date that the Employer hired the employee should be written in after the employee's name.

C. Inspection of Records. Each Employer must provide full access to its employment records to the Chief Procurement Officer, the Commissioner, and the Superintendent of the Chicago Police Department, the Inspector General or any duly authorized representative of any of them. Each Employer must maintain all relevant personnel data and records for a period of at least 3 years after final acceptance of the Work. At the direction of the Commissioner, affidavits and other supporting documentation may be required of each Employer to verify or clarify an employee's actual address when doubt or lack of clarity has arisen.

D. Level of Effort. Efforts on the part of each Employer to provide utilization of actual Chicago residents that are not sufficient for the granting of a waiver request as provided for in the standards and procedures developed by the Chief Procurement Officer will not suffice to replace the actual, verified achievement of the requirements of this section concerning the worker hours performed by actual Chicago residents.

E. Shortfalls; Liquidated Damages. When the Work is completed, in the event that the City has determined that Tenant has failed to ensure the fulfillment of the requirement of this section concerning the worker hours performed by actual Chicago residents or failed to report in the manner as indicated above, the City will thereby be damaged in the failure to provide the benefit of demonstrable employment to Chicagoans to the degree stipulated in this section. Therefore, in such a case of non-compliance, it is agreed that 1/20 of 1% of the aggregate hard construction costs of the Improvement Costs (the product of .0005 x such aggregate hard construction costs) (as evidenced by approved contract value for the actual contracts) must be surrendered by Tenant to the City as liquidated damages, and not as a penalty, in payment for

each percentage of shortfall toward the stipulated residency requirement. Failure to report the residency of employees entirely and correctly will result in the surrender of the entire liquidated damages as if no Chicago residents were employed in either of the categories. The willful falsification of statements and the certification of payroll data may subject Tenant and/or the Subcontractors to prosecution. The City may draw against the security any amounts that appear to be due to the City under this provision pending the City's determination as to the full amount of liquidated damages due on completion of the Work.

F. Nothing set forth in this section acts as a limitation upon the "Notice of Requirements for Affirmative Action to Ensure Equal Employment Opportunity, Executive Order 11246" and "Standard Federal Equal Employment Opportunity, Executive Order 11246," or other affirmative action required for equal opportunity under the provisions of this Agreement or related documents, as applicable.

G. Inclusion in Subcontracts. Tenant must cause or require the provisions of this section to be included in all construction Subcontracts related to the Work.

5.8 Licensing of General Contractor. This Agreement is subject to Chapter 4-36 of the Municipal Code which requires all persons acting as a general contractor (as defined in Chapter 4-36) to be licensed as a general contractor by the City. Tenant's failure to ensure that any general contractor working on Improvements complies with Chapter 4-36 will be an Event of Default.

5.9 Prevailing Wages. In connection with the construction, repair, and maintenance of Improvements, Tenant must comply with the applicable provisions of 820 ILCS 130/0.01 et seq. regarding the payment of prevailing wages, and the most recent Illinois Department of Labor schedule of prevailing wages, and any successors to them. Tenant must insert appropriate provisions in all Subcontracts covering construction work under this Agreement to ensure compliance of all construction Subcontractors with the foregoing wage statutes and regulations.

5.10 Subcontractor Certifications. Tenant must require all Subcontractors performing Work in connection with this Agreement to be bound by the following provision and Tenant must cooperate fully with the City in exercising the rights and remedies described below or otherwise available at law or in equity:

"Subcontractor certifies and represents that Subcontractor and any entity or individual that owns or controls, or is controlled or owned by, or is under common control or ownership with Subcontractor is not currently indebted to the City and will not at any time during the Term be indebted to the City, for or on account of any delinquent taxes, liens, judgments, fees or other debts for which no written agreement or payment plan satisfactory to the City has been established. In addition to any other rights or remedies available to the City at law or in equity, Subcontractor acknowledges that any breach or failure to conform to this certification may, at the option and direction of the City, result in the withholding of payments otherwise due to Subcontractor for services rendered in connection with the Agreement and, if the breach or failure is not resolved to the City's satisfaction within a reasonable time frame specified by the City in writing, may

result in the offset of any such indebtedness against the payments otherwise due to Subcontractor and/or the termination of Subcontractor for default (in which case Subcontractor will be liable for all excess costs and other damages resulting from the termination.)”

5.11 MBE/WBE Compliance. Tenant shall make good faith efforts to meet the following goals with respect to participation of Minority Business Enterprises/Woman-Owned Business Enterprises (“MBE/WBE”) in the design (including professional services) and construction of Tenant’s Improvements, respectively: (i) Design: 25% MBE and 5% WBE; and (ii) Construction: 26% MBE and 6% WBE. However, in consideration of the anticipated costs of the design and construction of the Concession, the City will accept a participation plan that meets a combined single *Design and Construction* goal of 26% MBE and 6% WBE participation, which participation may be achieved with any combination of construction and design contracts. The Special Conditions and related forms used by the City in its own procurements are attached hereto as Exhibit 9 and should be used by Tenant’s Contractors. Tenant must submit to the CMR completed Schedules C’s and D’s from its design and construction Contractors demonstrating their percentage MBE and WBE participation commitments, and their good faith efforts to achieve the foregoing goals if the commitments are less than those goals. Thereafter, Tenant must submit periodic reports to the CMR, in a form and frequency determined by the Commissioner, documenting its Contractors’ compliance with their commitments.

## **ARTICLE 6 TERM OF AGREEMENT**

6.1 Term. The term of this Agreement is the Term as defined in Article 3, unless this Agreement is terminated earlier in accordance with its terms.

6.2 Holding Over.

A. With consent. Any holding over after expiration of the Term with the written consent of the Commissioner constitutes a month-to-month lease on the same terms and conditions as this Agreement, including payment of the Rent attributable to the portion or portions of the Leased Space that Tenant continues to occupy. Thereafter, Tenant must surrender and vacate the Leased Space no later than the 30th day following notice from the Commissioner that the month-to-month holdover is terminated; Tenant’s failure to do so shall be deemed a holding over without consent under (B).

B. Without consent. If Tenant continues to occupy all or a portion of the Leased Space without the written consent of the Commissioner after expiration or termination of this Agreement in its entirety, or as to any such portion of the Leased Space where the Lease under this Agreement has expired or terminated, the holding over constitutes a month-to-month lease on the same terms and conditions as this Agreement, except that Tenant must pay Rent for the entire holdover period for the Leased Space where the Lease has expired or been terminated at double the annual rate of the Rent payable for that Leased Space during the immediately preceding Lease Year. No occupancy of Leased Space by Tenant after the expiration or other termination of the Lease under this Agreement with respect to such Leased Space extends the

Term of this Agreement or the Lease, except as a holdover tenancy. Also, in the event of such holdover tenancy, Tenant shall indemnify the City against all damages arising out of the Tenant's retention of occupancy, including but not limited to any costs incurred by the City to evict Tenant, and all insurance policies and letters of credit required to be obtained and maintained by Tenant as set forth in this Agreement shall continue in effect.

### 6.3 Return of the Leased Space and Removal of Improvements.

A. At the termination or expiration for any reason of this Agreement or the Lease as to any portion of the Leased Space, Tenant must promptly, peaceably, quietly and in good order quit, deliver up and return the Leased Space (or that portion as to which the Lease has terminated, in the case of a partial termination) in good condition and repair, ordinary wear and tear and damage by fire or other casualty excepted.

B. Tenant must remove all Tenant personal property and trade fixtures from the Leased Space or the portions of the Leased Space before the date of termination or expiration. Any personal property or trade fixtures remaining in the Leased Space 48 hours after the date of termination or expiration shall be deemed abandoned, and the City may dispose of such personal property or trade fixtures in the Commissioner's sole discretion, and Tenant shall have no claim to the proceeds, if any, from such disposition.

C. Further, at the Commissioner's request (which request will be given in writing at least 30 days before the termination or expiration of the Term), Tenant must remove all Improvements installed by or for Tenant, or Tenant's agents, employees or Subcontractors, except for Improvements that the Commissioner may elect to require Tenant to leave in place. As provided in Section 5.2, all Improvements are City property and, if not requested to be removed by the Commissioner, may be used by the City or a replacement tenant; provided, however, that all of Tenant's trade dress, service marks, trademarks and trade names shall be removed, obliterated or painted out in a commercially reasonable manner at Tenant's cost. If directed by the Commissioner to remove Improvements, Tenant must also cap off any plumbing or drains and remove, obliterate or paint out any and all of its signs, advertising and displays as the Commissioner or his designated representative may direct, and repair any holes or other damage left or caused by Tenant.

D. Tenant must repair any damage to the Leased Space caused by Tenant's removal of Tenant personal property, trade fixtures and Improvements. All the removal and repair required of Tenant under this section are at Tenant's sole cost and expense.

E. If Tenant fails to perform any of its foregoing obligations, then the Commissioner may cause the obligations to be performed by Department personnel or City contractors, and Tenant must pay the cost of the performance, together with interest thereon at the Default Rate from and after the date the costs were incurred until receipt of full payment therefor.

6.4 Termination Due to Change in Airport Operations. This Agreement, or the Lease of any affected Leased Space, is subject to termination by either party on 60 days' written notice in the event of any action by the FAA, the TSA or any other governmental entity or the issuance of an order by any court of competent jurisdiction which prevents or restrains the use of the Airport, the Terminals or a portion thereof that renders performance by either party in the Leased

Space impossible, and which governmental action or court order remains in force and is not stayed by way of appeal or otherwise, for a period of at least 90 days, so long as the action or order is not the result of any Event of Default of Tenant.

6.5 Eminent Domain.

A. If the entirety of the Terminals or a substantial part of them, including the entire Leased Space, is taken by eminent domain by an authority other than the City, the Term of this Agreement will end upon the earlier of the date when possession is required by the condemning authority or the effective date of the taking.

B. If any eminent domain proceeding is instituted by an authority other than the City in which it is sought to take any part of the Airport or the Terminals, the taking of which would, in the good faith judgment of the Commissioner or Tenant, render it impractical or undesirable to conduct Concession operations on the remaining portion of the Leased Space for the intended purposes, the Commissioner and Tenant will each have the right to terminate this Agreement upon not less than 90 days' written notice to the other.

C. In the event of termination of this Agreement under either (A) or (B), all Rent accrued for the Leased Space in question prior to the termination date is payable to the City. However, the City shall have no obligation to pay Tenant any unamortized Improvement Costs for such Leased Space, and Tenant shall look solely to the condemning authority for any award of damages.

6.6 Early Termination. Notwithstanding anything to the contrary set forth in this Lease, the Commissioner may terminate this Agreement with respect to any or all of the Leased Space without cause for any reason, in the Commissioner's sole discretion, upon at least ninety (90) days prior written notice to Tenant. Upon the effective date set forth in such notice, Tenant shall surrender and vacate that portion of Leased Space as to which this Agreement is being terminated as if the Agreement had expired on that date with respect to such Leased Space. In the event of such early termination, the City shall pay to Tenant a "Leased Space Termination Payment", which shall be defined herein to include the following: (i) a sum equal to the unamortized balance of Tenant's Improvement Costs with respect to the Leased Space being terminated, depreciated using the straight-line method over 60 months commencing on the Date of Beneficial Occupancy of the Leased Space being terminated; and (ii) a sum equal to Gross Revenues earned by Tenant from the Leased Space being terminated during the four (4)-month period immediately preceding the termination date, less the Rent payable to the City for that period. Upon Tenant's receipt of the Leased Space Termination Payment and vacation of the Leased Space, the City and Tenant shall thereafter be released from any and all obligations under this Agreement with respect to the Leased Space except for such obligations which are expressly stated to survive the expiration or earlier termination of this Agreement.

## **ARTICLE 7 RENT AND FEES**

7.1 Rent Payable.



A. In consideration of Tenant's Lease of the Leased Space and the License to operate its Concession in the Leased Space and the associated rights and privileges granted in this Agreement, Tenant must pay the following, without notice or demand, as rent and fees the License Fee and Additional Rent (collectively, "**Rent**") as follows:

- (i) License Fee. Beginning as of the first Date of Beneficial Occupancy of a Retail Space, an amount equal to the greater of a. or b.:
  - a. Percentage Fee. The "**Percentage Fee**" is an amount equal to the percentage rental rates set forth in Exhibit 2 as applied to Gross Revenues.
  - b. Minimum Annual Guarantee. The "**Minimum Annual Guarantee**" or "**MAG**" for the first and second Lease Years is the MAG dollar amount set forth in Exhibit 2, pro-rated for the first Lease Year if less than 12 months. Beginning with the third Lease Year, and for each Lease Year thereafter, the MAG will equal the greater of: 1) eighty-five percent (85%) of the total Percentage Fee payable for the preceding Lease Year and 2) the MAG dollar amount set forth in Exhibit 2 for the first and second Lease Year (without consideration of any pro-rating). The MAG applicable to the last Lease Year will be pro-rated if less than 12 months.  
  
In the event the Leased Space is comprised of two or more distinct Retail Spaces that are opening for Concession operations on different dates, then Exhibit 2 must apportion the MAG payable for the entire Agreement among the various Retail Spaces. The MAG for each Retail Space shall become payable upon its DBO, prorated for any partial year. Upon the DBO of the final Retail Space, the entire MAG shall be payable, prorated for any partial year:
- (ii) Pre-Construction License Fee. In the event Tenant conducts, with the Commissioner's approval, concession operations in any portion of the Retail Space prior to the construction of the Improvements, then the "**Pre-Construction License Fee**" is an amount equal to 20% of Gross Revenues during each calendar month (or portion thereof) from the Delivery Date through the DBO of the Retail Space.
- (iii) Additional Rent. The Marketing Fee and Distribution Fee, if any, and any other charges payable to the City under this Agreement that are identified as Additional Rent.

Failure by Tenant to pay Rent, or any portion thereof, when due is an Event of Default.

B. Impositions. Tenant must timely pay, as and when due, any and all taxes, assessments, fees, and charges levied, assessed or imposed by a governmental unit upon this Agreement, the Leased Space, Tenant's leasehold, Tenant's Concession business or upon Tenant's personal property, including but not limited to all permit fees and charges of a similar nature for Tenant's conduct of any business or undertaking in the Leased Space (collectively,

**“Impositions”**). Tenant must provide the Concession Management Representative with copies of any business licenses or permits required for the Tenant to operate the Concession. Tenant must provide Commissioner a copy of all notices relating to leasehold taxes on the Leased Space within 30 days after receipt and must provide the Commissioner with a receipt indicating payment of leasehold taxes on the Leased Space when due. Nothing in this Agreement precludes Tenant from contesting the amount of an Imposition, including those taxes or charges enacted or promulgated by City, but unless otherwise allowed by the entity imposing the tax or charge, Tenant must pay the tax or charge pending the judicial or administrative decision on the Tenant’s contest. Failure of Tenant to pay any Imposition when due, except to the extent that Tenant is allowed to withhold payment while contesting the amount of the Imposition, will constitute an Event of Default. As provided in Section 4.1, Tenant acknowledges that this Agreement is taxable, and while Tenant may contest the amount of the tax, Tenant shall not contest its applicability.

C. Rent under this Agreement is not considered to be a tax and is independent of any Imposition levied by the City on the Tenant’s business. Further, the payment of the Rent under this Agreement is independent of each and every other covenant and agreement contained in this Agreement, and Tenant must pay all Rent without any set off, abatement, counterclaim or deduction whatsoever except as otherwise expressly provided in this Agreement. If Tenant is directed to move its Concession operations to a Relocation Space, and the City determines that the affected Retail Space is to be closed before completion of the Improvements in the Relocation Space, then adjustments will be made to the Minimum Annual Guarantee until Tenant begins Concession operations in the Relocation Space. Such adjustments will be in the same proportion as the Gross Revenues attributable to the Retail Space to be closed bears to the Gross Revenues for the entire Retail Space to which the Minimum Annual Guarantee applies. If actual Gross Revenue amounts are not available, the adjustment will be made based on the MAG per location estimates in Exhibit 2.

## 7.2 Time of Payments.

A. On or before the first day of each calendar month, prorated for any partial calendar month, beginning on the Delivery Date of the first Leased Space and continuing throughout the Term, Tenant must pay to the City:

(i) That portion of the Minimum Annual Guarantee as may be due pursuant to Section 7.1(A)(i)(b);

B. On or before the 15th day of each month following the month in which the Delivery Date occurs, Tenant must pay the City:

(i) the amount, if any, by which the actual Percentage Fee for the preceding month pursuant to Section 7.1(A)(i)(a) exceeds the Minimum Annual Guarantee payment that was made on the first day of the month;

(ii) the Marketing Fee, Distribution Fee and additional rent, if any, based on the Gross Revenues of the preceding month or pre-determined amount; and

(iv) any other charges payable to the City.

C. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year exceeds the amount of all payments made by Tenant to the City for the Lease Year in question, then Tenant must pay the amount of the underpaid Percentage Fee to the City upon the submission of the annual statement of Gross Revenues. If the annual statement of Gross Revenues indicates that the Percentage Fee attributable to the preceding Lease Year is less than the amount of all License Fee payments made by Tenant to the City for the period in question, but the Percentage Fee still exceeds the MAG for that Lease Year, then Tenant will receive a credit against the next License Fee payment due under this Agreement for the amount by which the License Fee actually paid by Tenant exceeded the Percentage Fee attributable to the period.

7.3 Material Underpayment or Late Payment. Without waiving any other remedies available to the City, if:

- (i) Tenant underpaid Rent due in any calendar year by more than 5%, or
- (ii) Tenant failed to make any Rent payments within 5 days of the date due, then Tenant must pay, in addition to the amount due the City as Rent, interest on the amount of underpayment or late payment at the Default Rate. Interest on the amount underpaid accrues from the date on which the original payment was due until paid in full and shall be considered Additional Rent. The provision for the payment of interest does not constitute an authorization by the City of underpayment or late payment.

7.4 Reports.

A. Monthly. Tenant must furnish to the Commissioner on or before the 15th day of each calendar month falling wholly or in part within the Term of this Agreement a complete statement, certified by Tenant, of the amount of Gross Revenues derived from each Retail Space by Tenant during the preceding month.

B. Daily and/or Weekly. Tenant will furnish to the Commissioner daily and/or weekly sales reports, if requested, breaking down all sales and Gross Revenues by selling category and by each separate Retail Space. If so requested, Tenant will provide Commissioner with statistical information regarding the number and type of transactions occurring at each Retail Space, in the form specified by the Commissioner.

C. Annually or more often.

- (i) Tenant also must furnish to Commissioner no later than March 1 of each Lease Year falling wholly or in part within the Term of this Agreement, and within 120 days after the expiration or termination of this Agreement, a complete statement of revenues certified by an independent certified public accountant engaged by Tenant, showing in all reasonable detail the amount of Gross Revenues made by Tenant in, on or from the Leased Space during the preceding Lease Year and copies of all returns and other information filed with respect to Illinois sales and use taxes as well as such other reasonable financial and statistical reports as the Commissioner may, from time to time, require by written notice to Tenant.

- (ii) The annual statement must include a breakdown of Gross Revenues on a month by month basis and an opinion of an independent certified public accountant that must include the following language, or language of similar purport:

"We, a firm of independent certified public accountants, have examined the accompanying statement reported to the City of Chicago by [\_\_\_\_\_] for the year ended \_\_\_\_\_ relating to its operations at the Terminals pursuant to an Agreement dated \_\_\_\_\_, \_\_\_\_\_. Our examination was made in accordance with generally accepted accounting principles and, accordingly, includes such tests of the accounting records and such other procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement showing gross revenues of \$ \_\_\_\_\_ presents accurately the amount of Gross Revenues, as defined in the Agreement, for the year ended \_\_\_\_\_."

D. All such reports and statements must be prepared on a form approved by the Commissioner and must, among other things, provide a breakdown of the Gross Revenues by category of Products and an analysis of all Percentage Fees due and payable to the City with respect to the period in question. If Tenant fails to timely furnish to the Commissioner any monthly or annual statement required under this Agreement or if the independent certified public accountant's opinion is qualified or conditioned in any manner, the Commissioner has the right (but is not obligated) without notice, to conduct an audit of Tenant's books and records and to prepare the statements at Tenant's expense. Tenant must also provide the Commissioner with such other financial or statistical reports and information concerning the Leased Space or any part thereof, in the form as may be reasonably required from time to time by the Commissioner.

#### 7.5 Books, Records and Audits.

A. Except as provided below, Tenant must prepare and maintain at its office full, complete and proper books, records and accounts in accordance with generally accepted accounting procedures relating to and setting forth the Gross Revenues, including but not limited to Gross Revenues generated by sales of Products for cash, debit, check, gift certificate, credit, or any other form of compensation, and must require and cause its operations personnel to prepare and keep books, source documents, records and accounts sufficient to substantiate those kept by Tenant. The books and source documents to be kept by Tenant must include true copies of all federal, state and local tax returns filed with respect to Tenant's Concession operation and reports, records of inventories and receipts of Products, daily receipts from all sales and other pertinent original sales records and records of any other transactions conducted in or from the Leased Space by Tenant and any other persons conducting business in or from the Leased Space. Pertinent original sales records must include the following documents or their auditable electronic equivalents:

- (i) cash register tapes, including tapes from temporary registers,
- (ii) serially pre-numbered sales slips,
- (iii) the original records of all mail and telephone orders at and to the Leased Space,
- (iv) original records indicating that Products returned by customers was purchased at the Leased Space by the customers,
- (v) memorandum receipts or other records of Products taken out on approval,
- (vi) detailed original records of any exclusions or deductions from Gross Revenues,
- (vii) sales tax records, and
- (viii) such other sales records, if any, that would normally be examined by an independent accountant under accepted auditing standards in performing an audit of Tenant's Gross Revenues.

B. Tenant must record at the time of each sale or other transaction, in the presence of the customer, all receipts from the sale or other transaction, whether for cash, credit or otherwise, in a cash register or cash registers having a cumulative total that must be sealed in a manner approved by the Commissioner and that must possess such other features as required by the Commissioner. The books, records and accounts, including any sales tax reports that Tenant may be required to furnish to any government or governmental agency, must at all reasonable times be open to the inspection (including the making of copies or extracts) of the Commissioner, the Commissioner's auditor or other authorized representative or agent at the Leased Space or Tenant's other offices in Chicago for a period of at least 3 years after the expiration of each calendar year falling wholly or in part within the Term.

C. The acceptance by the Commissioner of payments of any Percentage Fee is without prejudice to the Commissioner's right to conduct an examination of the Tenant's books and records relating to Gross Revenues and of inventories of Products at the Retail Space, in order to verify the amount of Gross Revenues made in and from the Retail Space.

D. After providing Tenant at least 3 days prior oral or written notice, the Commissioner may inspect the books and records of Tenant. Further, at its option, the Commissioner may at any reasonable time, upon no less than 10 days prior written notice to Tenant cause a complete audit to be made of Tenant's entire records relating to the Retail Space for the period covered by any statement issued by Tenant as above set forth. If the audit discloses that Tenant's statement of Gross Revenues is understated to the extent of:

- (i) 3% or more, Tenant must promptly pay the City the cost of the audit in addition to the deficiency (and any interest on the deficiency at the Default Rate), which deficiency is payable in any event; and if
- (ii) 5% or more, an Event of Default is considered to have occurred, and in addition to all other remedies available under this Agreement, at law, or in equity, the Commissioner has the right to terminate this Agreement immediately upon giving notice to Tenant, without any opportunity for Tenant to cure.

In addition to the foregoing, and in addition to all other remedies available to the City, if Tenant or the City's auditor schedules a date for an audit of Tenant's records following reasonable notice to Tenant and Tenant fails to be available or otherwise fails to comply with the reasonable requirements for the audit, Tenant must pay all reasonable costs and expenses associated with the scheduled audit.

7.6 Revenue Control. Upon the request of the Commissioner, Tenant must make available monthly sales data for each Retail Space ("**Point of Sale Data**"), reflecting the amount of each sales transaction, items sold per transaction, time and date of the transaction, and specifying the sales category applicable to each item sold. At such time, if any computerized Point of Sale Data systems ("**POS Systems**") have been developed to a point where the Commissioner deems it necessary or desirable to install such a POS System, then Tenant must, upon request and at its own expense, install such a POS System in the Retail Space or, if it already uses such a system, must use reasonable efforts to promptly cause the system to conform to the City's POS System. Tenant shall be given a reasonable amount of time, not to exceed one year, to accomplish the foregoing. Any such system later installed by Tenant must be compatible with any POS System installed or reasonably contemplated to be installed by the Commissioner in the Terminals or elsewhere in the Airport generally, and Tenant must permit the Commissioner to connect the Commissioner's POS System to Tenant's POS System using fiber optic cable or otherwise.

7.7 Lien. In addition to any liens as may arise under Illinois law, the City has a contractual lien under this Agreement on all property, including Tenant personal property located on the Leased Space, but excluding any Products that is subject to floorplan financing, as security for non-payment of any Rent due.

## **ARTICLE 8 INSURANCE, INDEMNITY AND SECURITY**

8.1 Insurance. Tenant must, at its sole expense, procure and maintain at all times during the Term of this Agreement, and during any time period following expiration or termination of this Agreement during which Tenant is holding over or Tenant is required to return to the Leased Space for any reason whatsoever, the types of insurance specified in Exhibit 7 covering all operations under this Agreement, with insurance companies authorized to do business in the State of Illinois.

### 8.2 Indemnification.

A. Except where this indemnity clause would be found to be inoperative or unenforceable under the Construction Contract Indemnification for Negligence Act, 740 ILCS 35/0.01 et seq. ("**Anti-Indemnity Act**"), Tenant must defend, indemnify, keep and hold harmless the City, its officers, representatives, elected and appointed officials, agents and employees, from and against any and all Losses.

B. "**Losses**" means, individually and collectively, liabilities of every kind, including losses, 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, judgments or settlements, any or all of which in any way arise out of or relate to the acts or omissions of Tenant, its employees, agents, subtenants, and Subcontractors.

C. At the City Corporation Counsel's option, Tenant 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 Tenant of any of its obligations under this Agreement. Tenant must not make any settlement without the prior written consent to it by the City Corporation Counsel if the settlement requires any action on the part of the City or in any way involving the Airport.

D. To the extent permissible by law, Tenant waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any Losses, including any limits applicable to a claim by any employee of Tenant that may be subject to 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 waiver, however, does not require Tenant to indemnify the City for the City's own negligence to the extent doing so would violate the Anti-Indemnity Act. The City, however, does not waive any limitations it may have on its liability under the Worker's Compensation Act or under the Illinois Pension Code.

E. The indemnities contained in this section survive expiration or termination of this Agreement, for matters occurring or arising during the Term of this Agreement or as the result of or during the holding over of Tenant beyond the Term. Tenant 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 Tenant's duties under this Agreement, including the insurance and Security requirements.

### 8.3 Security

#### A. Form of Security.

(i) Tenant must deliver to the City no later than the earlier to occur of: a) 30 days after the Effective Date or b) the Delivery Date for the first Leased Space, an irrevocable, unconditional sight draft Letter of Credit in favor of the City. The face amount of the Letter of Credit and any replacements or renewals of it must be maintained by Tenant, through and including the date that is 180 days after the expiration of the Term or termination of this Agreement, as follows: the face amount of the Letter of Credit must at all times equal a) during the first and second Lease Years, 25% of the MAG for said Lease Years (without consideration of any pro-rationing on account of either a Lease Year of less than 12 months or partial occupancy of the Leased Space) and b) this amount will be maintained for the Term and will not be required to be adjusted, unless the Commissioner deems it necessary and provides Tenant the requirement to increase in writing. The Letter of Credit must be in the form set forth in Exhibit 7 or as otherwise approved by the Corporation Counsel.

(ii) In lieu of the Letter of Credit, Tenant may provide cash or a cashier's check in the same amount for immediate deposit in the City's accounts. The Letter of Credit, cash or cashier's check, as applicable, is referred to in this Agreement as the

"**Security.**" The original Letter of Credit, and all replacements of it, must be issued with an expiry date of at least one year after their respective dates of issuance. The Security secures the faithful performance by Tenant of all of Tenant's obligations under this Agreement. The Commissioner is entitled to draw on any such Letter of Credit unless proof of renewal of the Letter of Credit or a replacement Letter of Credit in form and substance satisfactory to the Comptroller has been furnished to the Commissioner at least 30 days before its expiration date. The City will hold the proceeds as a cash Security to secure the full and faithful performance of Tenant's obligations under this Agreement. The Commissioner is not obligated to pay or credit Tenant with interest on any Security.

- (iii) The Commissioner also is entitled to draw on the Letter of Credit in whole or in part upon the occurrence of an Event of Default, in which event the Commissioner is entitled to apply or retain all or any part of the proceeds of it or any cash or other Security deposited by Tenant and held by the City for the payment of any obligation of Tenant arising before or after the Event of Default.
- (iv) The Letter of Credit must provide that the Commissioner may draw upon the Letter of Credit in whole or in part upon the delivery by the Commissioner to the issuer of the Letter of Credit of a demand for payment, purportedly signed by the Commissioner, together with a written statement that the Commissioner is entitled to draw upon the Letter of Credit under the terms of this Agreement. If amounts are drawn upon the Letter of Credit or amounts of a cash Security are applied by the Commissioner in accordance with the terms of this Agreement, Tenant must reinstate the Letter of Credit or cash Security to its full amount required in this Agreement within 5 days following notification by the Commissioner of the City's draw upon the Letter of Credit or use of the cash Security. The rights reserved to the Commissioner or the City under the Letter of Credit or any cash Security are in addition to any rights they may have under this Agreement or under law.

B. Qualified Issuers. The Letter of Credit called for in this Agreement must be issued by companies or financial institutions having a rating of "A" or better as determined by Standard and Poor's or by Moody's Investors Service, Inc., or a net worth of at least \$500,000,000, and must have an office in Chicago where the Commissioner may draw on the Letter of Credit. The Commissioner also reserves the right to order Tenant to immediately close some or all of the Leased Space until the Letter of Credit is in place and effective.

C. Right to Require Replacement of Letter of Credit. If the financial condition of any Letter of Credit issuer issuing the Letter of Credit materially and adversely changes, the Commissioner may, at any time, require that the Letter of Credit be replaced with a Letter of Credit from another institution and in accordance with the requirements set forth in this section.

D. No Excuse from Performance. None of the provisions contained in this Agreement nor in the Letter of Credit required under this Agreement excuse Tenant from faithfully performing in accordance with the terms and conditions of this Agreement or limit the



liability of Tenant under this Agreement for any and all damages in excess of the amounts of the Letter of Credit.

E. Non-Waiver. Notwithstanding anything to the contrary contained in this Agreement, the failure of the Commissioner to draw upon the Letter of Credit required under this Agreement or to require Tenant to replace the Letter of Credit at any time or times when the Commissioner has the right to do so under this Agreement does not waive or modify the Commissioner's rights to draw upon the Letter of Credit and to require Tenant to maintain or, as the case may be, replace the Letter of Credit, all as provided in this Section.

#### **ARTICLE 9 DEFAULT, REMEDIES AND TERMINATION**

9.1 Events of Default. The following (A) through (N) constitute Events of Default by Tenant under this Agreement. The Commissioner will notify Tenant in writing of any event that the Commissioner believes to be an Event of Default. Tenant will be given an opportunity to cure the Event of Default within a reasonable period of time, as determined by the Commissioner, but not to exceed 30 days after written notice of the Event of Default; provided, that (i) if a provision of this Agreement provides for a different cure period for a particular Event of Default, that different cure period will apply; (ii) if a provision of this Agreement does not allow a right to cure a particular Event of Default, there will be no right to cure; and (iii) if neither (i) or (ii) apply and if the promise, covenant, term, condition or other non-monetary obligation or duty cannot be cured within the time period granted by the Commissioner, but Tenant promptly begins and diligently and continuously proceeds to cure the failure within the time period granted and after that continues to diligently and continuously proceed to cure the failure, and the failure is reasonably susceptible of cure within 45 days from delivery of the notice, Tenant will have the additional time, not in any event to exceed 45 days, to cure the failure.

A. Any material misrepresentation made by Tenant to the City in the inducement to City to enter this Agreement or in the performance of this Agreement. There is no right to cure this Event of Default.

B. Tenant's failure to make any payment in full when due under this Agreement and failure to cure the default within five days after the City gives written notice of the non-payment to Tenant. In addition, Tenant's failure to make any such payment within five days after the written notice more than three times in any Lease Year constitutes an Event of Default without the necessity of the City giving notice of the fourth failure to Tenant or allowing Tenant any opportunity to cure it.

C. Tenant's failure to promptly and fully keep, fulfill, comply with, observe, or perform any promise, covenant, term, condition or other non-monetary obligation or duty of Tenant contained in this Agreement.

D. Tenant's failure to promptly and fully perform any obligation or duty, or to comply with any restriction of Tenant contained in this Agreement concerning Transfer or Change in Ownership, whether directly or indirectly, of Tenant's rights or interests in this Agreement or of the ownership of Tenant.

E. Tenant's failure to provide or maintain the insurance coverage required under this Agreement (including any material non-compliance with the requirements) and the failure to cure the Event of Default within two days following oral or written notice from the Commissioner; or, if the noncompliance is non-material, the failure to cure the Event of Default within 20 days after the Commissioner gives written notice. The Commissioner, in her sole discretion, will determine if noncompliance is material.

F. Tenant's failure to conduct Concession operations in any Retail Space at all times Tenant is required to do so under this Agreement.

G. Tenant's failure to comply with the Value Pricing policy.

H. Tenant's failure to begin or to complete its Improvements on a timely basis or to timely open for business in the Leased Space or any portion of it.

I. An Event of Default by Tenant or any Affiliate under any other agreement it may presently have or may enter into with the City during the Term of this Agreement and failure to cure the default within any applicable cure period.

J. Tenant or Guarantor, if any, does any of the following and the action affects Tenant's ability to carry out the terms of this Agreement:

(i) becomes insolvent, as the term is defined under Section 101 of the Bankruptcy Code as amended from time to time; or

(ii) fails to pay its debts generally as they mature; or

(iii) seeks the benefit of any present or future federal, state or foreign insolvency statute; or

(iv) makes a general assignment for the benefit of creditors, or

(v) files a voluntary petition in bankruptcy or a petition or answer seeking an arrangement of its indebtedness under the Bankruptcy Code or under any other law or statute of the United States or of any State or any foreign jurisdiction; or

(vi) consents to the appointment of a receiver, trustee, custodian, liquidator or other similar official, of all or substantially all of its property.

K. An order for relief is entered by or against Tenant or Guarantor (if any) under any chapter of the Bankruptcy Code or similar law in any foreign jurisdiction and is not stayed or vacated within 60 days following its issuance.

L. Tenant is dissolved.

M. A violation of law that results in a guilty plea, a plea of nolo contendere, guilty finding, or conviction of a criminal offense, by Tenant, or any of its directors, officers, partners or key management employees directly or indirectly relating to this Agreement, and that may threaten, in the sole judgment of Commissioner, Tenant's performance of this Agreement in accordance with its terms.

N. Any failure to perform, act, event or omission that is specifically identified as an Event of Default elsewhere in this Agreement.

9.2 Remedies.

If an Event of Default occurs and is not cured by Tenant in the time allowed, in addition to any other remedies provided for in this Agreement, including the remedy of Self-help as provided in Section 9.3, the City through the Commissioner or other appropriate City official may exercise any or all of the following remedies:

A. Terminate this Agreement with respect to all or a portion of the Leased Space and exclude Tenant from that part of the Leased Space affected by the termination. If the Commissioner elects to terminate this Agreement, the Commissioner may, at the Commissioner's sole option, serve notice upon Tenant that this Agreement ceases and expires and becomes absolutely void with respect to the Leased Space or that part identified in the notice on the date specified in the notice, to be no less than five days after the date of the notice, without any right on the part of Tenant after that to save the forfeiture by payment of any sum due or by the performance of any term, provision, covenant, agreement or condition broken. At the expiration of the time limit in the notice, this Agreement and the Term of this Agreement, as well as the right, title and interest of Tenant under this Agreement, wholly ceases and expires and becomes void with respect to the Leased Space identified in such notice in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in the notice were the date in this Agreement stated for expiration of the Term with respect to the Leased Space identified in such notice.

B. Recover all Rent, including Additional Rent and any other amounts due that have accrued and are then due and payable and also all damages available at law or under this Agreement. If the Agreement is terminated, whether in its entirety or with respect to a part of the Leased Space, the damages will include damages for the balance of the scheduled Term, based upon any and all amounts that Tenant would have been obligated to pay for the balance of the Term with respect to the Leased Space, or if this Agreement is terminated with respect to a portion of the Leased Space, that portion of the Leased Space affected by the termination, calculated as provided in this Agreement or, if not fixed, as reasonably estimated and prorated among the various portions of the Leased Space. In determining the amount of damages for the period after termination, the Commissioner may make the determination based upon the sum of any future payments that would have been due to the City, for the full Lease Year immediately before the Event of Default. All amounts that would have been due and payable after termination for the balance of the Term with respect to all or a portion of the Leased Space must be discounted to present value at the Default Rate existing as of the date of termination. The Commissioner may declare all amounts to be immediately due and payable.

C. At any time after the occurrence of any uncured Event of Default, whether or not the Lease under this Agreement has been terminated, reenter and repossess the Leased Space and/or any part of it with or without process of law, so long as no undue force is used, and the City has the option, but not the obligation, to re-lease all or any part of the Leased Space. The City, however, is not required to accept any Tenant proposed by Tenant or to observe any instruction given the City about such a re-lease. The failure of the City to re-lease the Leased

Space or any part or parts of it does not relieve or affect Tenant's liability under this Agreement nor is the City liable for failure to re-lease. Reentry or taking possession of the Leased Space does not constitute an election on the City's part to terminate this Agreement unless a written notice of the election by the Commissioner is given to Tenant. Even if the City re-leases without termination, the Commissioner may at any time thereafter elect to terminate this Agreement for any previous uncured Event of Default. For the purpose of re-leasing, the Commissioner may decorate or make repairs, changes, alterations or additions in or to the Leased Space to the extent deemed by the Commissioner to be desirable or convenient, and the cost of the decoration, repairs, changes, alterations or additions will be charged to and payable by Tenant as Additional Rent under this Agreement. Any sums collected by the City from any new Tenant obtained on account of Tenant will be credited against the balance of the Rent due under this Agreement. Tenant must pay the City monthly, on the days when payments of Rent would have been payable under this Agreement, the amount due under this Agreement less the amount obtained by the City from the new Tenant, if any.

D. Enter upon the Leased Space, distraint upon and remove from it all inventory, equipment, machinery, trade fixtures and personal property of any kind or nature, whether owned by Tenant or by others, and to proceed without judicial decree, writ of execution or assistance or involvement of constables or the City's and Tenant's officers, to conduct a private sale, by auction or sealed bid without restriction. Tenant waives the benefit of all laws, whether now in force or later enacted, exempting any of Tenant's property on the Leased Space or elsewhere from distraint, levy or sale in any legal proceedings taken by the City to enforce any rights under this Agreement.

E. Seek and obtain specific performance, a temporary restraining order or an injunction, or any other appropriate equitable remedy.

F. Seek and obtain money damages; including special, exemplary, incidental and consequential damages.

G. Deem Tenant and Affiliates non-responsible in future contracts or concessions to be awarded by the City.

H. Declare Tenant and Affiliates in default under any other existing contracts or agreements they might have with the City and to exercise any remedies available under those other contracts or agreements.

I. Accept the assignment of any and all Subcontracts between Tenant and the design and construction Subcontractors.

J. Require Tenant to terminate a Subcontractor that is causing breaches of this Agreement.

### 9.3 Commissioner's Right to Perform Tenant's Obligations.

A. Upon the occurrence of an Event of Default that Tenant has failed to cure in the time provided, the Commissioner may, but is not obligated to, make any payment or perform any act required to be performed by Tenant under this Agreement in any manner deemed expedient by the Commissioner for the purpose of correcting the condition that gave rise to the Event of

Default (“Self-help”). The Commissioner’s inaction never constitutes a waiver of any right accruing to the City under this Agreement nor do the provisions of this section or any exercise by the Commissioner of Self-help under this Agreement cure any Event of Default. Any exercise of Self-help does not limit the right of any other City department or agency to enforce applicable City ordinances or regulations.

- B. The Commissioner, in making any payment that Tenant has failed to pay:
  - (i) relating to taxes, may do so according to any bill, statement or estimate, without inquiry into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim;
  - (ii) for the discharge, compromise or settlement of any lien, may do so without inquiry as to the validity or amount of any claim for lien that may be asserted; and
  - (iii) in connection with the completion of construction, furnishing or equipping of the Leased Space or the licensing, operation or management of the Leased Space or the payment of any of its operating costs, may do so in such amounts and to such persons as the Commissioner may deem appropriate.

Nothing contained in this Agreement requires the Commissioner to advance monies for any purpose.

C. If Tenant fails to perform its obligations under this Agreement to maintain and operate the Leased Space in accordance with specified standards within 3 days following written notice from the Commissioner, or in the event of a serious health or safety concern or in an emergency (in which case no notice is required) the Commissioner may, but is not obligated to, direct the Department to perform or cause the performance of any such obligation in any manner deemed expedient by the Commissioner for the purpose of correcting the condition in question.

D. All sums paid by the City under the provisions of this Section and all necessary and incidental costs, expenses and reasonable attorneys' fees in connection with the performance of any such act by the Commissioner, together with interest thereon at the Default Rate, from the date of the City's payment until the date paid by Tenant, are deemed Additional Rent under this Agreement and are payable to the City within 10 days after demand therefor, or at the option of the Commissioner, may be added to any Rent then due or later becoming due under this Agreement, and Tenant covenants to pay any such sum or sums with interest at the Default Rate.

#### 9.4 Effect of Default and Remedies

A. Tenant, for itself and on behalf of any and all persons claiming through or under it (including creditors of all kinds), waives and surrenders all right and privilege that they or any of them might have under or by reason of any present or future law, to redeem the Leased Space or to have a continuance of this Agreement for the Term, as it may have been extended, after having been dispossessed or ejected by process of law or under the terms of this Agreement or after the termination of this Agreement as provided in this Agreement.

B. The City's waiver of any one right or remedy provided in this Agreement does not constitute a waiver of any other right or remedy then or later available to the City under this

Agreement or otherwise. A failure by the City or the Commissioner to take any action with respect to any Event of Default or violation of any of the terms, covenants or conditions of this Agreement by Tenant will not in any respect limit, prejudice, diminish or constitute a waiver of any rights of the City to act with respect to any prior, contemporaneous or later violation or Event of Default or with respect to any continuation or repetition of the original violation or Event of Default. The acceptance by the City of payment for any period or periods after an Event of Default or violation of any of the terms, conditions and covenants of this Agreement does not constitute a waiver or diminution of, nor create any limitation upon any right of the City under this Agreement to terminate this Agreement for subsequent violation or Event of Default, or for continuation or repetition of the original violation or Event of Default. Tenant has no claim of any kind against the City by reason of the City's exercise of any of its rights as set forth in this Agreement or by reason of any act incidental or related to the exercise of rights.

C. All rights and remedies of the City under this Agreement are separate and cumulative and none excludes any other right or remedy of the City set forth in this Agreement or allowed by law or in equity. No termination of this Agreement or the taking or recovery of the Leased Space deprives the City of any of its remedies against Tenant for Rent, including Additional Rent or other amounts due or for damages for the Tenant's breach of this Agreement. Every right and remedy of the City under this Agreement survives the expiration of the Term or the termination of this Agreement.

## **ARTICLE 10 SPECIAL CONDITIONS**

10.1 Warranties and Representations. In connection with the execution of this Agreement, Tenant warrants and represents statements (A) through (K) below are true as of the Effective Date. If during the Term there is any change in circumstances that would cause a statement to be untrue, Tenant must promptly notify the Commissioner in writing. Failure to do so will constitute an Event of Default. Tenant must incorporate all of the provisions set forth in this Section 10.1 in all Subcontracts entered into with any suppliers of materials, furnishers of services, Subcontractors, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any materials, labor or services in connection with this Agreement, such that the parties warrant, represent and covenant to Tenant as to the matters set forth in this Section. Tenant must cause its Subcontractors to execute those affidavits and certificates that may be necessary in furtherance of these provisions. The certifications must be attached and incorporated by reference in the applicable agreements. If any Subcontractor is a partnership or joint venture, Tenant must also include provisions in its Subcontract insuring that the entities comprising the partnership or joint venture are jointly and severally liable for its obligations under it.

A. Tenant is financially solvent; Tenant holds itself to very high standards of quality and professionalism; Tenant and each of its employees and agents are competent to perform as required under this Agreement; this Agreement is feasible of performance by Tenant in accordance with all of its provisions and requirements; Tenant has the full power and is legally authorized to perform or cause to be performed its obligations under this Agreement under the terms and conditions stated in this Agreement; and Tenant can and will perform, or cause to be

performed, all of its obligations under this Agreement in accordance with the provisions and requirements of this Agreement

B. Tenant is qualified to do business in the State of Illinois; and Tenant has a valid current business privilege license to do business in the State of Illinois and the City of Chicago, if required by applicable law.

C. The person signing this Agreement on behalf of Tenant has been duly authorized to do so by Tenant; all approvals or consents necessary in order for Tenant to execute and deliver this Agreement have been obtained; and neither the execution and delivery of this Agreement, the consummation of the transactions contemplated, nor the fulfillment of or compliance with the terms and conditions of this Agreement:

- (i) conflict with or result in a breach, default or violations of: Tenant's organizational documents; any law, regulation, ordinance, court order, injunction, or decree of any court, administrative agency or governmental body, or any lease or permit; or any of the terms, conditions or provisions of any restriction or any agreement or other instrument to which Tenant is now a party or by which it is bound; or
- (ii) result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Tenant under the terms of any instrument or agreement.

D. There is no litigation, claim, investigation, challenge or other proceeding now pending or, to Tenant's knowledge after due and complete investigation, threatened, challenging the existence or powers of Tenant, or in any way affecting its ability to execute or perform under this Agreement or in any way having a material adverse effect on the operations, properties, business or finances of Tenant.

E. This Agreement constitutes the legal, valid and binding obligation of Tenant, enforceable against Tenant in accordance with its terms, subject to applicable bankruptcy, insolvency, moratorium and other laws affecting creditors' rights and remedies generally and by the application of equitable principles.

F. No officer, agent or employee of the City is employed by Tenant or has a financial interest directly or indirectly in this Agreement, a Subcontract under it, or the compensation to be paid under it except as may be permitted in writing by the Board of Ethics established under Chapter 2-156 of the Municipal Code and as may otherwise be permitted by law.

G. Tenant has not and will not knowingly used the services of any person or entity for any purpose in its performance under this Agreement, when such person or entity is ineligible to perform services under this Agreement or in connection with it, as a result of any local, state or federal law, rule or regulation, or when such person or entity has an interest that would conflict the performance of services under this Agreement.

H. There was no broker instrumental in consummating this Agreement and no conversations or prior negotiations were had with any broker concerning the rights granted in this Agreement with respect to the Leased Space. Tenant shall hold the City harmless against

any claims for brokerage commission arising out of any conversations or negotiations had by Tenant with any broker.

I. Neither Tenant nor any Affiliate of Tenant is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the Bureau of Industry and Security of the U. S. Department of Commerce or their successors, or on any other list of persons with which the City may not do business under applicable law: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, and Entity List, and the Debarred List.

J. Tenant, and to the best of Tenant's knowledge, its Affiliates, Subcontractors, any of their respective owners holding 7.5% or more beneficial ownership interest, and any of Tenant's directors, officers, members, or partners:

- (i) currently have no interest, directly or indirectly, that conflicts in any manner or degree with Tenant's performance under this Agreement and will not at any time during the Term have any interest nor acquire any interest, directly or indirectly, that conflicts or would or may conflict in any manner or degree with Tenant's performance under this Agreement;
- (ii) have no outstanding parking violation complaints or debts, as the terms are defined in Section 2-92-380 of the Municipal Code (with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding) and agrees that, for the Term, they will promptly pay any debts, outstanding parking violation complaints or monetary obligations to the City that may arise during the Term, with the exception of any debt or obligation that is being contested in a pending administrative or judicial proceeding;
- (iii) are not in default under any other City contract or agreement as of the Effective Date, nor have been deemed by the City to have been in default of any other City contract or agreement within five years immediately preceding the Effective Date;
- (iv) are not in violation of the provisions of § 2-92-320 of the Municipal Code pertaining to certain criminal convictions or admissions of guilt and are not currently debarred or suspended from contracting by any Federal, State or local governmental agency;
- (v) are not delinquent in the payment of any taxes due to the City; and
- (vi) will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft at the Airport under current or future conditions or that might otherwise constitute a hazard to the operations of the Airport or to the public generally.

K. Except only for those representations, statements, or promises expressly contained in this Agreement, including any Exhibits attached to this Agreement and incorporated by reference in this Agreement, no representation, warranty of fitness, statement or promise, oral or in writing, or of any kind whatsoever, by the City, its officials, agents, or employees, has induced



Tenant to enter into this Agreement or has been relied upon by Tenant, including any with reference to:

- (i) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- (ii) the nature of the Concession license being granted;
- (iii) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities, needed for the performance of this Agreement;
- (iv) the general conditions that may in any way affect this Agreement or its performance;
- (v) the compensation provisions of this Agreement; or
- (vi) any other matters, whether similar to or different from those referred to in clauses (i) through (iv) immediately above, affecting or having any connection with this Agreement, the negotiation of this Agreement, any discussions of this Agreement, the performance of this Agreement or those employed in connection with it.

10.2 Business Documents, Disclosure of Ownership Interests and Maintenance of Existence.

A. Tenant must provide evidence of its authority to do business in the State of Illinois including, if applicable, certifications of good standing from the Office of the Secretary of State of Illinois, and appropriate resolutions or other evidence of the authority of the persons executing this Agreement on behalf of Tenant.

B. Tenant has provided the Commissioner with an Economic Disclosure Statement and Affidavit (“EDS”) for itself and EDSs for all entities with an ownership interest of 7.5 percent or more in Tenant, copies of which have been scanned for viewing on the City’s website. Upon request by the Commissioner, Tenant must further cause its Subcontractors, subtenants, sublicensees and proposed Transferees (and their respective 7.5 percent owners) to submit an EDS to the Commissioner. Tenant must provide the Commissioner, upon request, a “no change” affidavit if the information in the EDS(s) previously supplied remains accurate, or revised and accurate EDS(s) if the information contained in the EDS(s) has changed. In addition, Tenant must provide the City revised and accurate EDS(s) within 30 days of any event or change in circumstance that renders the EDS(s) inaccurate. Failure to maintain accurate EDS(s) on file with the City is an Event of Default.

10.3 Licenses and Permits. Tenant must in a timely manner consistent with its obligations under this Agreement, secure and maintain, or cause to be secured and maintained at its expense, the permits, licenses, authorizations and approvals as are necessary under federal, state or local law for Tenant, its subtenants (if any), and Subcontractors: to operate the Concession; to construct, operate, use and maintain the Leased Space; and otherwise to comply with the terms of this Agreement and the privileges granted under this Agreement. Tenant must promptly provide copies of any required licenses and permits to the Commissioner and to the Concession Management Representative.

10.4 Confidentiality. Except as may be required by law during or after the performance of this Agreement, Tenant will not disseminate any non-public information regarding this Agreement or the Concession operations without the prior written consent of the Commissioner, which consent will not be unreasonably withheld or delayed. If Tenant is presented with a request for documents by any administrative agency or with a subpoena duces tecum regarding any documents that may be in its possession by reason of this Agreement, Tenant must immediately give notice to the City's Corporation Counsel. The City may contest the process by any means available to it before the records or documents are submitted to a court or other third party. Tenant, however, is not obligated to withhold the delivery beyond that time as may be ordered by the court or administrative agency, unless the subpoena or request is quashed or the time to produce is otherwise extended. Tenant must require each prospective Subcontractor to abide by such restrictions in connection with their respective Subcontracts.

10.5 Subcontracts and Assignments.

A. The City expressly reserves the right to assign or otherwise transfer all or any part of its interest under this Agreement, at any time and to any third party. Upon assignment to any successor or assignee of the City's right, title and interest in and to the Airport, the City is forever relieved, from and after the date of the assignment, of any and all obligations arising under or out of this Agreement, to the extent the obligations are assumed by the successor or assignee.

B. Limits on Tenant's transfers and changes in ownership:

- (i) Tenant may not sell, assign, sublease, sublicense, convey, pledge, encumber or otherwise transfer (individually and collectively, "**Transfer**") all or any part of its rights or interests in or to this Agreement, the License, the Leased Space, the Term, or otherwise permit any third party to use the Leased Space, without prior consent of the City, which consent may be given or denied in the City's sole and absolute discretion. Consent by the City does not relieve Tenant from obtaining further consent from the City for any subsequent Transfer. Transfers involving all of Tenant's interest in this Agreement require approval of the City Council. Transfers of less than all of Tenant's interest in this Agreement require approval of the Commissioner. Consent by the City to any Transfer does not relieve Tenant from the requirement of obtaining consent from the City for any subsequent Transfer. Transfers that have the effect of granting a third party a security interest in this Agreement or the Leased Space as collateral for Tenant financing are strictly prohibited and, if entered into by Tenant, are an Event of Default.
- (ii) Except as otherwise provided below, any transaction involving a change of any ownership interest in Tenant, whether to an Affiliate, subsidiary or otherwise, or the transfer of an interest in any holder of a direct or indirect ownership interest in Tenant, or any merger or consolidation of Tenant (individually and collectively, "**Change in Ownership**"), is subject to the consent of:

- a. City Council, in its sole discretion, if the Change in Ownership involves a 100% Change in Ownership of Tenant, or
  - b. the Commissioner, in her reasonable discretion, if the Change in Ownership involves less than a 100% Change in Ownership of Tenant.
- (iii) If Tenant (or, if Tenant is a joint venture or other entity comprised of other entities, any of the entities comprising Tenant) is a corporation whose shares are traded at arms-length on a public exchange, any Change in Ownership involving 5% or more of the shares of Tenant's (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) stock is subject to the City's consent as set forth above. In that event, Tenant must provide the City with such prior notice of a Change in Ownership as is not prohibited by law or by a confidentiality agreement executed in connection with the proposed Change in Ownership. If such prior notice is not permitted, then Tenant must notify the City as soon as possible after the Change in Ownership to obtain the City's consent to the Change in Ownership, which consent the City may grant or deny in its sole discretion. If Tenant (or if Tenant is a joint venture or other entity comprised of other entities, of any of the entities comprising Tenant) is a publicly traded corporation, a Change in Ownership of less than 5% does not require consent as set forth in (ii) above unless a series of such transactions results in a cumulative Change in Ownership of 5% or more.
- (iv) Consent by the City to any Change in Ownership does not relieve Tenant (or if Tenant is a joint venture, any of the entities comprising Tenant) from the requirement of obtaining consent from the City for any subsequent Change in Ownership.
- (v) Any Transfer or Change in Ownership made without the City's prior consent is an Event of Default subject to all remedies, including termination of this Agreement at the City's option, and does not relieve Tenant of any of its obligations under this Agreement for the balance of the Term. This section applies to prohibit a Transfer, such as an assignment by a receiver or trustee in any federal or state bankruptcy, insolvency or other proceedings or by operation of law. Under no circumstances will any failure by the Commissioner to act on or submit any request by Tenant or to take any other action as provided in this Agreement be deemed or construed to constitute consent to the Tenant's request by the Commissioner or by the City Council. If the City is found to have breached its obligations under this Section, then Tenant's sole remedy is to terminate this Agreement without liability to either the City or Tenant.
- (vi) Notwithstanding any permitted Transfer by Tenant of any rights under this Agreement, Tenant remains fully liable for all payments due to the City under this Agreement and for the performance of all other obligations under this Agreement. In the event of a permitted Transfer of the License or all or any portion of the Leased Space or Transfer of all or any portion of the Term, where the fees payable to Tenant exceed the Rent or pro rata portion of the Rent under this

Agreement, as the case may be, for the License, Leased Space or Term, Tenant must pay the City monthly, as Additional Rent, at the same time as the monthly installments of other Rent under this Agreement that are payable in monthly installments, the excess of the fees payable to Tenant pursuant to the Transfer over the Rent payable to the City under this Agreement.

- (vii) Any or all of the requests by Tenant for consents under this Section must be made in writing and provided to the Commissioner (a) at least 60 days prior to the proposed Transfer or Change in Ownership if the Commissioner's consent is required; and (b) at least 120 days prior to a proposed Transfer or Change in Ownership if the City Council's consent is required, unless the City determines that more time is required. All requests for consent must include copies of the proposed documents of Transfer or Change in Ownership, evidence of the financial condition, reputation and business experience of the proposed transferee, completed Economic Disclosure Statements and Affidavits for all involved parties in the form then required by the City, and such other documents as the City may reasonably require to evaluate the proposed Transfer or Change in Ownership. All documents of Transfer or Change in Ownership must completely disclose any and all monetary considerations payable to Tenant in connection with the Transfer or Change in Ownership. Consent to a Transfer or Change in Ownership proposed under this Agreement is in the sole discretion of the City and, as a condition of the consent, the City may require a written acknowledgment from Tenant that, notwithstanding the proposed Transfer or Change in Ownership, Tenant remains fully and completely liable for all obligations of Tenant under this Agreement; however, Tenant shall remain so liable regardless of whether or not the City requests a written acknowledgment.
  - (viii) If any Transfer or Change in Ownership under this Agreement occurs, whether or not prohibited by this section, the Commissioner may collect the Rent payable under this Agreement from any transferee of Tenant and in that event will apply the net amount collected to the amounts payable by Tenant under this Agreement without, by doing so, releasing Tenant from this Agreement or any of its obligations under this Agreement. If any Transfer or Change in Ownership occurs without the consent of the City and the City collects compensation from any transferee of Tenant and applies the net amount collected in the manner described in the preceding sentence, the actions by the City are not deemed to be waiver of the covenant contained in this section and do not constitute acceptance of the transferee by the City.
  - (ix) All reasonable costs and expenses incurred by the City in connection with any prohibited or permitted Transfer or Change in Ownership must be borne by Tenant and are payable to the City as Additional Rent.
- C. The provisions of this Agreement, to the extent applicable, are deemed a part of any sublease or contract between Tenant and a subtenant or Subcontractor.
  - D. Assignment of Subleases, Sublicenses and Subcontracts.

- (i) Tenant shall assign to the City all of Tenant's right, title and interest in and to each and every permitted sublease and sublicense and each and every Subcontract with a design and construction Subcontractor, now or later executed by Tenant in connection with the License or the Leased Space or any part of it. In connection with the assignment, Tenant must deliver all originally executed subleases, sublicenses and Subcontracts to the Commissioner. Any such assignment will become operative and effective only when and if the City accepts the assignment by giving written notice to Tenant and:
  - a. either this Agreement and the Term of this Agreement or Tenant's right to possession under this Agreement are terminated pursuant to Article 9; or
  - b. in the event of the issuance and execution of a dispossess warrant or of any other re-entry or repossession by the City under the provisions of this Agreement; or
  - c. if an Event of Default exists.
- (ii) At the time, if any, that the assignment becomes effective as provided above, the subtenants or Subcontractors will be deemed to have waived all claims, suits, and causes of action against the City arising out of or relating to the period before the effective date of the assignment. Further, in no instance will the City be responsible for any claims by a subtenant or Subcontractor arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Tenant, its officials, employees, or agents.

10.6 Compliance with Laws. Tenant must at all times observe and comply with all applicable laws, statutes, ordinances, rules, regulations, court orders and executive or administrative orders and directives of the federal, state and local government, now existing or later in effect (whether or not the law also requires compliance by other parties), including the Americans with Disabilities Act and Environmental Laws, that may in any manner affect the performance of this Agreement (collectively, "**Laws**"), and must not use the Leased Space, or allow the Leased Space to be used, in violation of any Laws or in any manner that would impose liability on the City or Tenant under any Laws. Tenant must notify the City within seven days of receiving notice from a competent governmental authority that Tenant or any of its Subcontractors may have violated any Laws. Provisions required by any Law to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertion; however, in no event will the failure to insert the provisions before or after this Agreement is signed prevent its enforcement. Without limiting the foregoing, Tenant covenants that it will comply with all Laws, including but not limited to the following:

A. In connection with Section 2-92-320 of the Municipal Code, Tenant has executed an Economic Disclosure Statement and Affidavit which is attached to this Agreement as Exhibit 11 and which contains a certification as required under the Illinois Criminal Code, 720 ILCS 5/33E, and under the Illinois Municipal Code, 65 ILCS 5/8-10-1 et seq. Ineligibility under Section 2-92-320 of the Municipal Code continues for 3 years following any conviction or

admission of a violation of Section 2-92-320. For purposes of Section 2-92-320, when an official, agent or employee of a business entity has committed any offense under the section on behalf of such an entity and under the direction or authorization of a responsible official of the entity, the business entity is chargeable with the conduct. If, after Tenant enters into a contractual relationship with a Subcontractor, it is determined that the contractual relationship is in violation of this subsection, Tenant must immediately cease to use the Subcontractor. All Subcontracts must provide that Tenant is entitled to recover all payments made by it to the Subcontractor if, before or subsequent to the beginning of the contractual relationship, the use of the Subcontractor would be violative of this subsection.

B. It is the duty of Tenant and all officers, directors, agents, partners, and employees of Tenant to cooperate with the Inspector General and the Legislative Inspector General of the City in any investigation or hearing undertaken under Chapter 2-56 or Chapter 2-55 of the Municipal Code, respectively. Tenant understands and will abide by all provisions of Chapters 2-55 and 2-56 of the Municipal Code. Tenant must inform all Subcontractors of this provision and require under each Subcontract, compliance herewith by each Subcontractor as to each such Subcontractor and all of its officers, directors, agents, partners and employees.

C. Tenant must not use or allow the Leased Space to be used for the release, storage, use, treatment, disposal or other handling of any hazardous substance, as defined in any Environmental Laws, except in full compliance with all Environmental Laws. Tenant must not use or allow the Leased Space to be used for the storage of any such hazardous substances except small amounts of cleaning fluids, business equipment materials (such as copy machine toner) and other small amounts of such hazardous substances customarily handled or used in connection with the Concession operations, all of which must be stored and used in compliance with all applicable Environmental Laws. Upon the expiration or termination of this Agreement, Tenant must surrender the Leased Space to the City free from the presence and contamination of any hazardous substances.

D. In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Tenant 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 Municipal Code (collectively, the "Waste Sections"):

- 7-28-390 Dumping on public way—Violation—Penalty;
- 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;
- 11-4-1560 Screening requirements; and

any other sections listed in Section 11-4-1600(e), as it may be amended from time to time.

During the period while this Agreement is executory, Tenant's or any Subcontractor's violation of the Waste Sections, whether or not relating to the performance of this Agreement, constitutes a breach of and an Event of Default under this Agreement, for which the opportunity to cure, if curable, will be granted only at the sole designation of the Commissioner. Such breach and Event of Default entitles the City to all remedies under the Agreement, at law or in equity. This section does not limit the Tenant's and its Subcontractors' duty to comply with all Environmental Laws, in effect now or later, and whether or not they appear in this Agreement. Non-compliance with these terms and conditions may be used by the City as grounds for the termination of this Agreement, and may further affect the Tenant's eligibility for future City agreements.

E. Section 2-92-586 of the Municipal Code: The City encourages Tenant to use contractors and subcontractors that are firms owned or operated by individuals with disabilities, as defined by section 2-92-586 of the Municipal Code of the City of Chicago, where not otherwise prohibited by federal or state law.

F. Prohibition on Certain Contributions (Mayoral Executive Order No. 2011-4):

1. Licensee agrees that Tenant, any person or entity who directly or indirectly has an ownership or beneficial interest in Tenant of more than 7.5 percent ("Owners"), spouses and domestic partners of such Owners, Tenant's Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5 percent ("Sub-owners") and spouses and domestic partners of such Sub-owners (Tenant and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall not make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fund-raising committee (i) after execution of this bid, proposal or Agreement by Tenant, (ii) while this Agreement or any Other Contract is executory, (iii) during the term of this Agreement or any Other Contract between Tenant and the City, or (iv) during any period while an extension of this Agreement or any Other Contract is being sought or negotiated.

2. Tenant 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 Tenant or the date the Tenant approached the City, as applicable, regarding the formulation of this Agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fund-raising committee.

3. Tenant agrees that it 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 fund-raising committee; (b) reimburse its employees for a contribution of any amount made to the Mayor or to the Mayor's political fund-raising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fund-raising committee.

4. Tenant agrees that the Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 05-1 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

5. Tenant agrees that a 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 Agreement, 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 Agreement, under Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

6. If Tenant violates this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Chief Procurement Officer may reject Tenant's bid.

7. For purposes of this provision:

"Bundle" means to collect contributions from more than one source which are then delivered by one person to the Mayor or to his political fund-raising committee.

"Other Contract" means any other agreement with the City of Chicago to which Tenant is a party that is (i) formed under the authority of chapter 2-92 of the Municipal Code of Chicago; (ii) entered into for the purchase or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved or authorized by the city council.

"Contribution" means a "political contribution" as defined in Chapter 2-156 of the Municipal Code of Chicago, as amended.

Individuals are "Domestic Partners" if they satisfy the following criteria:

- (a) they are each other's sole domestic partner, responsible for each other's common welfare; and
- (b) neither party is married; and
- (c) the partners are not related by blood closer than would bar marriage in the State of Illinois; and
- (d) each partner is at least 18 years of age, and the partners are the same sex, and the partners reside at the same residence; and
- (e) two of the following four conditions exist for the partners:
  - (i) The partners have been residing together for at least 12 months.
  - (ii) The partners have common or joint ownership of a residence.
  - (iii) The partners have at least two of the following arrangements:



- a. joint ownership of a motor vehicle;
- b. a joint credit account;
- c. a joint checking account;
- d. a lease for a residence identifying both domestic partners as tenants.

(iv) Each partner identifies the other partner as a primary beneficiary in a will.

"Political fund-raising committee" means a "political fund-raising committee" as defined in Chapter 2-156 of the Municipal code of Chicago, as amended.

G. Tenant covenants that no payment, gratuity or offer of employment must be made in connection with this Agreement by or on behalf of any Subcontractors or higher tier Subcontractors or anyone associated with them as an inducement for the award of a Subcontract or order; and Tenant further acknowledges that any agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156 of the Municipal Code is voidable as to the City.

H. Pursuant to section 2-156-030(b) of the Municipal Code, it is illegal for any elected official of the city, 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 a business relationship, or to participate in any discussion in any city council committee hearing or in any city council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. **Violation of §2-156-030(b) by any elected official with respect to this Agreement is grounds for termination of this Agreement.** Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse, or of any entity in which an official or his or her spouse has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest will not include: (1) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (2) the authorized compensation paid to an official or employee for his office or employment; (3) any economic benefit provided equally to all residents of the city; (4) a time or demand deposit in a financial institution; or (5) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" will not include any employment relationship of an official's spouse with an entity when such spouse has no discretion concerning or input relating to the relationship between that entity and the city.

I. Visual Rights Act.

(i) The Tenant will cause any artist who creates artwork for the Leased Space to waive any and all rights in the artwork that may be granted or conferred on any work of visual art (the "Artwork") under Section 106A and Section 113 of the United States Copyright Act, (17

U.S.C. § 101 *et seq.*) (the "*Copyright Act*"). The waiver must include, but is not limited to, the right to prevent the removal, storage, relocation, reinstallation, or transfer of the Artwork. The Tenant acknowledges and will cause the artist to acknowledge that such removal, storage, relocation, reinstallation or transfer of the Artwork may result in the destruction, distortion, mutilation or other modification of the Artwork. Further, the Tenant acknowledges and consents and will cause the artist to acknowledge and consent that the Artwork may be incorporated or made part of a building or other structure in such a way that removing, storing, relocating, reinstalling or transferring the Artwork will cause the destruction, distortion, mutilation or other modification of the Artwork.

(ii) The Tenant represents and warrants that it will obtain a waiver of Section 106A and Section 113 of the Copyright Act as necessary from any employees and subcontractors, or any other artists. Tenant must provide City with copies of any such waivers required by Section 106A and Section 113 of the Copyright Act prior to installation of any Artwork in the Leased Space.

#### 10.7 Airport Security.

A. This Agreement is expressly subject to the airport security requirements of Title 49 of the United States Code, Chapter 449, as amended ("**Airport Security Laws**"), the provisions of which govern airport security and are incorporated by reference, including the rules and regulations promulgated under it. Tenant is subject to, and further must conduct with respect to its Subcontractors and the respective employees of each, such employment investigations, including criminal history record checks, as the Commissioner, the TSA or the FAA may deem necessary. Further, in the event of any threat to civil aviation, as defined in the Airport Security Laws, Tenant must promptly report any information in accordance with those regulations promulgated by the United States Department of Transportation, the TSA and by the City. Tenant must, notwithstanding anything contained in this Agreement to the contrary, at no additional cost to the City, perform under this Agreement in compliance with those guidelines developed by the City, the TSA and the FAA with the objective of maximum security enhancement. The drawings, plans, and specifications provided by Tenant under this Agreement must comply with those guidelines for airport security developed by the City, the TSA and the FAA and in effect at the time of their submission.

B. Further, Tenant must comply with, and require compliance by its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees, with all present and future laws, rules, regulations, or ordinances promulgated by the City, the TSA or the FAA, or other governmental agencies to protect the security and integrity of the Airport, and to protect against access by unauthorized persons. Subject to the approval of the TSA, the FAA and the Commissioner, Tenant must adopt procedures to control and limit access to the Airport and the Leased Space by Tenant and its Subcontractors, suppliers of materials and furnishers of services, employees, and business invitees in accordance with all present and future City, TSA and FAA laws, rules, regulations, and ordinances. At all times during the Term, Tenant must have in place and in operation a security program for the Leased Space that complies with all applicable laws and regulations.

C. Gates and doors located on the Leased Space, if any, that permit entry into restricted areas at the Airport must be kept locked by Tenant at all times when not in use or under Tenant's constant security surveillance. Gate or door malfunctions must be reported to the Commissioner or the Commissioner's designee without delay and must be kept under constant surveillance by Tenant until the malfunction is remedied.

D. In connection with the implementation of its security program, Tenant may receive, gain access to or otherwise obtain certain knowledge and information related to the City's overall Airport security program. Tenant acknowledges that all such knowledge and information is of a highly confidential nature. Tenant covenants that no person will be permitted to gain access to such knowledge and information, unless the person has been approved by the Commissioner in advance in writing. Tenant further must indemnify, hold harmless and defend the City and other users of the Airport from and against any and all claims, reasonable costs, reasonable expenses, damages and liabilities, including all reasonable attorney's fees and costs, resulting directly or indirectly from the breach of Tenant's covenants and agreements as set forth in this section.

E. Tenant understands that fines and/or penalties may be assessed by the TSA or FAA for Tenant's noncompliance with the provisions of 49 CFR Parts 1540 and 1542 entitled "Airport Security" or by other agencies for noncompliance with regulations applicable to Tenant's operations. In the event the City shall be subject to any fine or penalty by reason of any violation at the Airport of any such rule, regulation or standard, the Commissioner may conduct an investigation and make a determination as to the identity of the party responsible for the violation. If it is determined by the Commissioner that Tenant, or any party for which Tenant is liable under this Agreement, is responsible for all or part of the fine or penalty, the Tenant shall pay said amount of the fine or penalty as Additional Rent.

#### 10.8 Nondiscrimination, Sexual Harassment and Affirmative Action

A. Tenant for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration of this Lease, covenants, and agrees with a covenant running with the land that: (i) no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in the use of the Premises; (ii) in the construction of any Improvements on, over, or under the Premises and the furnishing of services in them, no person on the grounds of race, color, or national origin will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination; (iii) Tenant will use the Premises in compliance with all other requirements imposed by or under 49 C.F.R. Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as those regulations may be amended and all other requirements imposed by or pursuant to the List of Pertinent Nondiscrimination Authorities (set forth in Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the Federal Aviation Administration), and as that List may be amended; and (iv) Tenant shall manage the Concession on a fair, equal, and non-discriminatory basis. In addition to complying with Title VI of the Civil Rights Act of 1964, Tenant assures that it will comply and will cause its Subtenants to comply with all other pertinent statutes, including but not limited to 49 USC 47123, Executive Orders and the rules as are promulgated to assure that

no person will, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefitting from federal assistance. In the event of breach of any of the above nondiscrimination covenants, City will have the right to terminate the Lease and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said Lease had never been made or issued.

B. It is an unlawful practice for Tenant to, and Tenant must at no time: (i) fail or refuse to hire, or discharge, any individual or discriminate against the individual with respect to his or her compensation, or the terms, conditions, or privileges of his or her employment, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (ii) limit, segregate, or classify its employees or applicants for employment in any way that would deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee, because of the individual's race, creed, color, religion, sex, age, handicap or national origin; or (iii) in the exercise of the privileges granted in this Lease, discriminate or permit discrimination in any manner, including the use of the Premises, against any person or group of persons because of race, creed, color, religion, national origin, age, handicap, sex or ancestry. Tenant must post in conspicuous places to which its employees or applicants for employment have access, notices setting forth the provisions of this non-discrimination clause.

C. Tenant and its Subtenants must comply with the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (1981), as amended, and to the extent required by the law, must undertake, implement and operate an affirmative action program in compliance with the rules and regulations of the Federal Equal Employment Opportunity Commission and the Office of Federal Contract Compliance, including 14 CFR Part 152, Subpart E. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. § 2000e 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. §§ 6101-06 (1981); Rehabilitation Act of 1973, 29 U.S.C. §§ 793-94 (1981); Americans with Disabilities Act, 42 U.S.C. § 12101 and 41 CFR Part 60 et seq. (1990) and 49 CFR Part 21, as amended (the "ADA"); and all other applicable federal statutes, regulations and other laws.

D. Tenant and its Subtenants must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. as amended and any rules and regulations promulgated in accordance with it, including the Equal Employment Opportunity Clause, 5 Ill. Admin. Code §750 Appendix A. Furthermore, Tenant and its Subtenants must comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all other applicable state statutes, regulations and other laws.

E. Tenant and its Subtenants must comply with the Chicago Human Rights Ordinance, sec. 2-160-010 et seq. of the Municipal Code, as amended, and all other applicable City ordinances and rules. Further, Tenant and its Subtenants must furnish or must cause each of its Contractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

F. Tenant and its Subtenants must insert these non-discrimination provisions in any agreement by which Tenant or its Subtenants grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public on the Premises. Tenant and its Subtenants must incorporate all of the above provisions in all agreements entered into with any Subtenants, suppliers of materials, furnishers of services, Contractors of any tier, and labor organizations that furnish skilled, unskilled and craft union skilled labor, or that may provide any such materials, labor or services in connection with this Lease, and Tenant and its Subtenants must require them to comply with the law and enforce the requirements. In all solicitations either by competitive bidding or negotiations by Tenant or its Subtenants for work to be performed under a Subcontract, including procurements of materials or leases of equipment, each potential Contractor or supplier must be notified by Tenant of the Tenant's obligations under this Lease relative to nondiscrimination.

G. Noncompliance with this Section will constitute a material breach of this Lease; therefore, in the event of such breach, Tenant authorizes the City to take such action as federal, state or local laws permit to enforce compliance, including judicial enforcement. In the event of Tenant's noncompliance with the nondiscrimination provisions of this Lease, the City may impose such sanctions as it or the federal or state government may determine to be reasonably appropriate, including cancellation, termination or suspension of the Lease, in whole or in part.

H. Tenant and its Subtenants must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the Commissioner or the Federal government to be pertinent to ascertain compliance with the terms of this Section. Tenant and its Subtenants must furnish to any agency of the federal or state government or the City, as required, any and all documents, reports and records required by Title 14, Code of Federal Regulations, Part 152, Subpart E, including an affirmative action plan and Form EEO-1.

I. City of Chicago Policy Prohibiting Sexual Harassment. In accordance with Section 2-92-612 of the Chicago Municipal Code, the City's Policy Prohibiting Sexual Harassment requires all Proposers to attest by affidavit (in the form of the "Sexual Harassment Policy Affidavit" Exhibit attached hereto) that Proposer has a written policy prohibiting sexual harassment which 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.

10.9 Airport Concession Disadvantaged Business Enterprises (ACDBEs). This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations 49 C.F.R. Parts 26 and 23, as amended from time to time. Tenant must comply with the Special Conditions Regarding ACDBE participation attached hereto as Exhibit 8 and incorporated here by reference. Failure to comply with such Special Conditions shall be an Event of Default

10.10 No Exclusive Rights. Nothing contained in this Agreement must be construed to grant or authorize the granting of an exclusive right, including an exclusive right to provide aeronautical services to the public as prohibited by section 308(a) of the Federal Aviation Act of 1958, as amended, and the City reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature. It is clearly understood by Tenant that no right or privilege has been granted that would operate to prevent any person, firm, or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own regular employees (including maintenance and repair) that it may choose to perform.

10.11 Airport Landing Area. The City reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Tenant, and without interference or hindrance. The City reserves the right, but is not obligated to Tenant, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Tenant in this regard.

10.12 No Obstructions. Tenant must comply with applicable notification and review requirements covered in Part 77 of the Federal Aviation Regulations if any future structure or building is planned for the Leased Space, or in the event of any planned modification or alteration of any present or future building or structure situated on the Leased Space. Tenant, by accepting the Lease, expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure or object nor permit the growth of any tree on the Leased Space above the applicable mean sea level elevation set forth in Part 77 of the Federal Aviation Regulations. If these covenants are breached, the City serves the right to enter upon the Leased Space and to remove the offending structure or object and/or cut down the offending tree, all of which will be at the expense of Tenant.

10.13 Avigation Easement. There is reserved to the City, its successors and assigns for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the Leased Space. This public right of flight includes the right to cause in the airspace any noise inherent in the operation of any aircraft used for navigation or flight through the airspace or landing at, taking off from, or operation on the Airport. Tenant by accepting this Lease agrees for itself, its successors, and assigns that it will not make use of the Leased Space in any manner that might interfere with the landing and taking off of aircraft from Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Leased Space and cause the abatement of the interference at the expense of Tenant.

10.14 National Emergency. This Agreement and all the provisions of this Agreement are subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of the Airport, or the exclusive or non-exclusive use of the Airport by the United States during the time of war or national emergency.

10.15 2014 Hiring 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) Tenant is aware that City policy prohibits City employees from directing any individual to apply for a position with Tenant, either as an employee or as a subcontractor, and from directing Tenant to hire an individual as an employee or as a subcontractor. Accordingly, Tenant must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel of Tenant in connection with this Lease are employees or subcontractors of Tenant, 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 of Tenant.

(C) Tenant will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel associated with this Lease, or offer employment to any individual to provide services associated with this Lease, 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 Lease, 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 Tenant by a City employee or City official in violation of Section 15.5(b) above, or advocating a violation of Section 15.5(c) above, Tenant 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 Commissioner of the Department.

10.16 Labor Peace Agreement. Unless Tenant provides an exemption claim, pursuant to Section 10-36-210 of the Municipal Code, Tenant has an ongoing obligation to comply with, and ensure that all Subtenants and subleasees comply with, the Labor Peace Agreement ("LPA") Ordinance.

## **ARTICLE 11 GENERAL CONDITIONS**

11.1 Entire Agreement. This Agreement contains all the terms, covenants, conditions and agreements between the City and Tenant relating in any manner to the use and occupancy of the Leased Space and otherwise to the subject matter of this Agreement. No prior or other agreement or understandings pertaining to these matters are valid or of any force and effect. This Agreement supersedes all prior or contemporaneous negotiations, undertakings, and agreements between the parties. No representations, inducements, understandings or anything of any nature whatsoever made, stated or represented by the City or anyone acting for or on the

City's behalf, either orally or in writing, have induced Tenant to enter into this Agreement, and Tenant acknowledges, represents and warrants that Tenant has entered into this Agreement under and by virtue of Tenant's own independent investigation.

11.2 Counterparts. This Agreement may be comprised of several identical counterparts and may be fully executed by the parties in separate counterparts. Each such counterpart is deemed to be an original, but all such counterparts together must constitute but one and the same Agreement.

11.3 Amendments. Except as otherwise expressly provided in this Agreement, the provisions of this Agreement may be amended only by a written agreement signed by the City and Tenant. No review or approval by the Commissioner, including approval of Construction Documents, constitutes a modification of this Agreement (except to the extent that the review or approval expressly provides that it constitutes such a modification or it is apparent on its face that the review or approval, if made in writing, modifies terms or provisions of this Agreement that are within the express powers of the Commissioner under this Agreement to modify), nor excuse Tenant from compliance with the requirements of this Agreement or of any applicable laws, ordinances or regulations. Amendments must be signed by the Mayor, provided that the Commissioner alone may sign amendments to the Exhibits. Notwithstanding the foregoing, any amendment that would modify the Agreement such that the Agreement would no longer substantially conform to the form of Agreement that was approved by City Council requires approval by the City Council.

11.4 Severability. Whenever possible, each provision of this Agreement must be interpreted in such a manner as to be effective and valid under applicable law. However, notwithstanding anything contained in this Agreement to the contrary, if any provision of this Agreement is under any circumstance prohibited by or invalid under applicable law, the provision is severable and deemed to be ineffective, only to the extent of the prohibition or invalidity, without invalidating the remaining provisions of this Agreement or the validity of the provision in other circumstances.

11.5 Covenants in Subcontracts. All obligations imposed on Tenant under this Agreement pertaining to the maintenance and operation of the Leased Space and compliance with the ACDBE requirements in this Agreement are deemed to include a covenant by Tenant to insert appropriate provisions in all Subcontracts covering work under this Agreement and to enforce compliance of all Subcontractors with the requirements of those provisions.

11.6 Governing Law. This agreement is deemed made in the state of Illinois and governed as to performance and interpretation in accordance with the laws of Illinois. Tenant irrevocably submits itself to the original jurisdiction of those courts located within Cook County, Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Tenant consents to service of process on Tenant, at the option of the City, by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Tenant, or by personal delivery on any officer, director, or managing or general agent of Tenant. If any action is brought by Tenant against the City concerning this Agreement, the action can only be brought in those courts located within Cook County, Illinois.



11.7 Notices. Any notices or other communications pertaining to this Agreement must be in writing and are deemed to have been given by a party if sent by nationally recognized commercial overnight courier or registered or certified mail, return receipt requested, postage prepaid and addressed to the other party. Notices are deemed given on the date of receipt if by personal service, or one day after deposit with a nationally recognized commercial overnight courier, 3 days after deposit in the U.S. mails, or otherwise upon refusal of receipt. Unless otherwise directed by Tenant in writing, all notices or communications from City to Tenant will be addressed to the person identified as the Tenant's contact person in the Tenant's Economic Disclosure Statement and Affidavit, as attached as Exhibit 11. All notices or communications from Tenant to the City must be addressed to:

Commissioner, Chicago Department of Aviation  
City of Chicago  
O'Hare International Airport  
10510 W. Zemke Rd  
Chicago, Illinois 60666

and with a copy to: Deputy Commissioner of Concessions at the same address.

If the notice or communication relates to payment of Rent or other payments to the City or relates to the Security deposit or insurance requirements, a copy must be sent to:

City Comptroller  
City of Chicago  
City Hall - Room 501  
121 N. LaSalle Street  
Chicago, Illinois 60602

If the notice or communication relates to a legal matter or the indemnification requirements, a copy must be sent to:

City of Chicago, Department of Law  
Aviation, Environmental, Regulatory and Contracts Section  
30 North LaSalle Street, Suite 1400  
Chicago, Illinois 60602  
Attn: Deputy Corporation Counsel

Either party may change its address or the individual to whom the notices are to be given by a notice given to the other party in the manner set forth above.

11.8 Successors and Assigns; No Third Party Beneficiaries. This Agreement inures to the exclusive benefit of, and be binding upon, the parties and their permitted successors and assigns; nothing contained in this Section, however, constitutes approval of an assignment or other transfer by Tenant not otherwise permitted in this Agreement. Nothing in this Agreement,

express or implied, is intended to confer on any other person, sole proprietorship, partnership, corporation, trust or other entity, other than the parties and their successors and assigns, any right, remedy, obligation, or liability under, or by reason of, this Agreement unless otherwise expressly agreed to by the parties in writing. No benefits, payments or considerations received by Tenant for the performance of services associated and pertinent to this Agreement must accrue, directly or indirectly, to any employees, elected or appointed officers or representatives, or to any other person or persons identified as agents of, or who are by definition an employee of, the City. Neither this Agreement nor any rights or privileges under this Agreement are an asset of Tenant or any third party claiming by or through Tenant or otherwise, in any bankruptcy, insolvency or reorganization proceeding.

#### 11.9 Subordination.

A. This Agreement is subordinate to the provisions and requirements of any existing or future agreements between the City and the United States government or other governmental authority, pertaining to the development, operation or maintenance of the Airport, including agreements the execution of which have been or will be required as a condition precedent to the granting of federal or other governmental funds for the development of the Airport. If the United States government requires modifications, revisions, supplements or deletions of any of the terms of this Agreement, then Tenant consents to the changes to this Agreement.

B. This Agreement and all rights granted to Tenant under this Agreement are expressly subordinated and subject to any existing agreement or any Use Agreement with any airline utilizing the Airport, including the Terminals, and any existing agreement with any airline consortium pertaining to the operation of the Airport, including the Terminals.

C. To the extent of a conflict or inconsistency between this Agreement and any agreement described in paragraphs A. and B. above, those provisions in this Agreement so conflicting must be performed as required by those agreements referred to in paragraphs A. and B.

11.10 Conflict. In the event of any conflict between the terms and provisions of this Agreement and the terms and provisions of any sublease or Subcontract between Tenant and third parties, the terms and provisions of this Agreement govern and control.

11.11 Offset by Tenant. Whenever in this Agreement the City is obligated to pay Tenant an amount, then the City Comptroller may elect to require Tenant to offset the amount due against Rent or other payments owed by Tenant to the City, in lieu of requiring the City to pay such amount. Tenant shall have no right to offset any amount due to City under this Agreement against amounts due to Tenant by City unless so directed in writing by the City Comptroller.

11.12 Waiver; Remedies. No delay or forbearance on the part of any party in exercising any right, power or privilege must operate as a waiver of it, nor does any waiver of any right, power or privilege operate as a waiver of any other right, power or privilege, nor does any single or partial exercise of any right, power or privilege preclude any other or further exercise of it or of any other right, power or privilege. No waiver is effective unless made in writing and executed by the party to be bound by it. The rights and remedies provided for in this Agreement

are cumulative and are not exclusive of any rights or remedies that the parties otherwise may have at law, in equity or both, except that the City will not be liable to Tenant for any consequential damages whatsoever related to this Agreement.

11.13 Authority of Commissioner. Unless otherwise expressly stated in this Agreement, any consents and approvals to be given by the City under this Agreement may be made and given by the Commissioner or by such other person as may be duly authorized by the City Council, unless the context clearly indicates otherwise.

11.14 Estoppel Certificate. From time to time upon not less than 15 days prior request by the other party, a party or its duly authorized representative having knowledge of the following facts, will execute and deliver to the requesting party a statement in writing certifying as to matters concerning the status of this Agreement and the parties' performance under this Agreement, including the following:

A. that this Agreement is unmodified and in full force and effect (or if there have been modifications, a description of the modifications and that the Agreement as modified is in full force and effect);

B. the dates to which Rent, including Additional Rent, have been paid and the amounts of the Rent most recently paid;

C. that the requesting party is not in default under any provision of this Agreement, or, if in default, the nature of it in detail;

D. that, to its knowledge, the requesting party has completed all required improvements in accordance with the terms of this Agreement, and Tenant is in occupancy and paying Rent on a current basis with no offsets or claims; and

E. in the case of the City's request under this Agreement, such further matters as may be requested by the City, it being intended that any such statement may be relied upon by third parties.

11.15 No Personal Liability. Tenant, or any subtenant, sublicensee, assignee or Subcontractor, must not charge any elected or appointed official, agent, or employee of the City personally or seek to hold him or her personally or contractually liable to Tenant, subtenant, sublicensee, assignee, or Subcontractor for any liability or expenses of defense under any provision of this Agreement or because of any breach of its provisions or because of his or her execution, approval, or attempted execution of this Agreement.

11.16 Limitation of City's Liability. Tenant, its subtenants and Subcontractors must make no claims against the City for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the City in the performance of its obligations under this Agreement. All Tenant, subtenant, and Subcontractor personal property upon the Leased Space or upon any other part of the Airport, is at the risk of Tenant, subtenant, or Subcontractor respectively only, and the City is not liable for any loss or damage to it or theft of it or from it. The City is not liable or responsible to Tenant, its subtenants or Subcontractors, and Tenant waives, and will cause its subtenants and Subcontractors likewise to waive, to the fullest extent permitted by law, all claims against the City for any loss or damage or

inconvenience to any property or person or any lost profits any or all of which may have been occasioned by or arisen out of any event or circumstance, including theft, fire, act of God, public enemy, injunction, riot, strike, insurrection, war, court order, requisition or order of governmental body or authority, or water leakage, steam, excessive heat or cold, falling plaster, or broken glass; or any act or neglect of the City or any occupants of the Airport, including the Terminals or the Leased Space, or repair or alteration of any part of the Airport, or failure to make any such repairs or any other thing or circumstance, whether of a like nature or a wholly different nature. If the City fails to perform any covenant or condition of this Agreement that the City is required to perform and, notwithstanding the foregoing, Tenant recovers a money judgment against the City, the judgment must be satisfied only out of credit against the Rent and other monies payable by Tenant to the City under this Agreement, and the City is not liable for any deficiency except to the extent provided in this Agreement and to the extent that there are legally available Airport funds.

11.17 Joint and Several Liability. If Tenant, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then in that event, each and every obligation or undertaking stated in this Agreement to be fulfilled or performed by Tenant is the joint and several obligation or undertaking of each such individual or other legal entity.

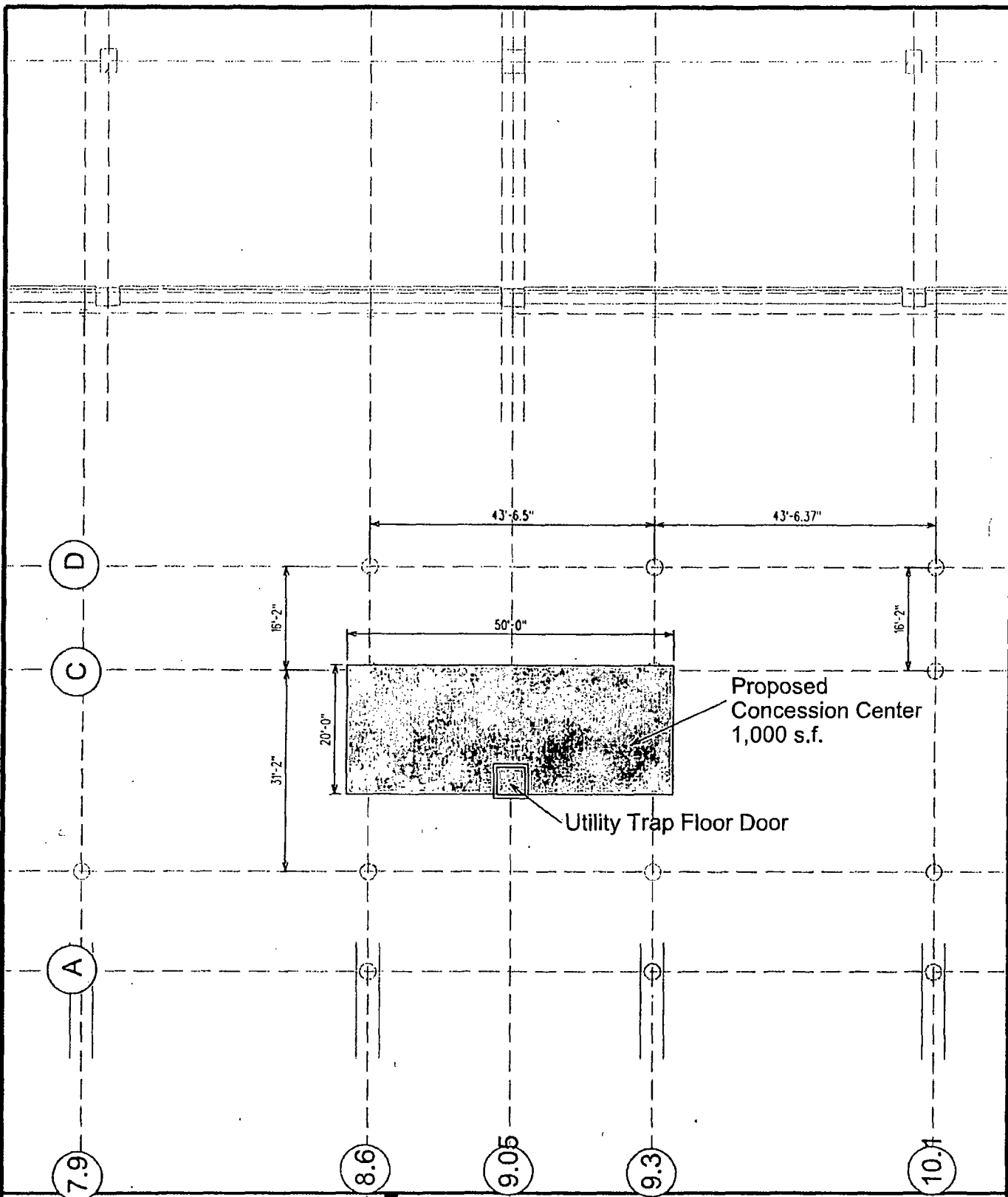
11.18 Non-Recordation. Tenant must not record or permit to be recorded on its behalf this Agreement or a memorandum of this Agreement, in any public office.

11.19 Survival. Any and all provisions set forth in this Agreement that, by its or their nature, would reasonably be expected to be performed after the expiration or termination of this Agreement survive and are enforceable after the expiration or termination. Any and all liabilities, actual or contingent, that have arisen in connection with this Agreement, survive any expiration or termination of this Agreement. Any express statement of survival contained in any section must not be construed to affect the survival of any other section, which must be determined under this section.

11.20 Force Majeure. Neither party is liable for non-performance of obligations under this Agreement due to delays or interruptions beyond their reasonable control, including delays or interruptions caused by strikes, lockouts, labor troubles, war, fire or other casualty, acts of God ("*force majeure* event"). As a condition to obtaining an extension of the period to perform its obligations under this Agreement, the party seeking such extension due to a *force majeure* event must notify the other party within 20 days after the occurrence of the *force majeure* event. The notice must specify the nature of the delay or interruption and the period of time contemplated or necessary for performance. The foregoing notwithstanding, however, in no event will Tenant be entitled to an extension of more than 60 days due to a *force majeure* event, without the express written consent of the Commissioner.

**EXHIBIT 1**

**LEASED SPACE AND CONFIRMATION OF DBO**



Proposed  
Concession Center  
1,000 s.f.

Utility Trap Floor Door

Chicago O'Hare International Airport  
Mayor • Lori Lightfoot

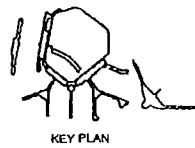
Chicago Department of Aviation  
Commissioner • Jamie Rhee

UNISON RETAIL MANAGEMENT

Multimodal Facility  
Consolidated Rental Car/Parking Facility

Proposed Concession Center (Customer Service Center)

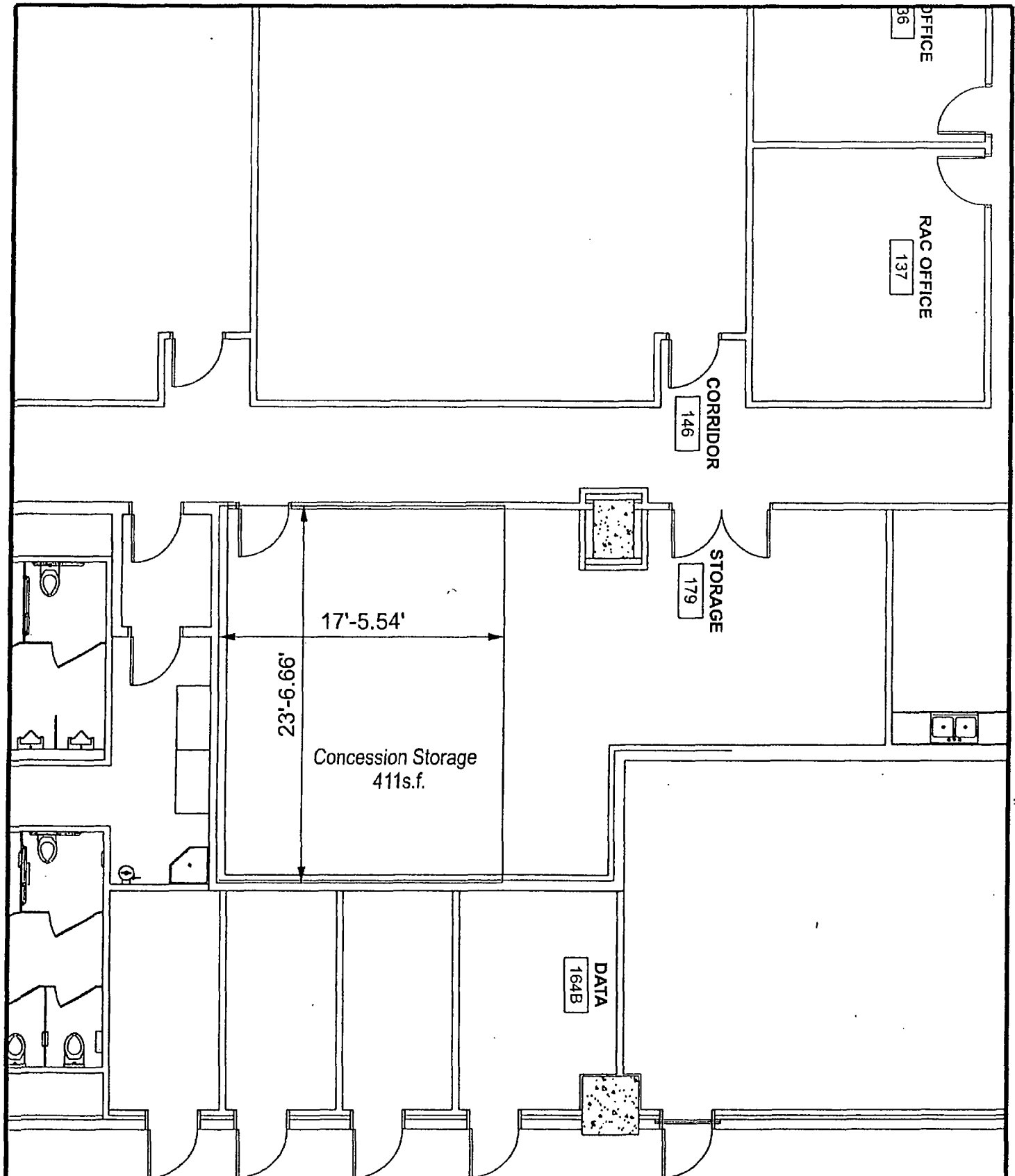
Scale: 1/16" = 1'-0"



KEY PLAN

Date: August, 2019

Created by CADDO SERVICES



Chicago O'Hare International Airport  
 Mayor • Rahm Emanuel

Chicago Department of Aviation  
 Commissioner • Jamie Rhee

Multi Model Facility

Room No. 179  
 Concession Storage (411s.f.)

Scale: 1/8"=1'-0"

Date: May 2019

Created by CAUS Service

**EXHIBIT 2**

**RENT**



EXHIBIT 2

RENT

1. Base Rent Rate: N/A

2. Percentage Fee:

<b>Concession Category</b>	<b>Proposed Percentage Fee</b>
Food & Beverage	13% for first \$600,000 in sales, and 14% for sales above \$600,000
News, Convenience and Gifts	15%
Automated Vending	12%

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3. MAG (prorated among Retail Spaces if more than one Retail Space): The MAG for the first and second Years of the Term will be \$75,000. The MAG will be pro-rated in the event the first Lease Year is less than 12 months. In the third and later Lease Years of the Term, the MAG will equal 85% of the Percentage Fee calculated for the prior Lease Year, but will never be less than the MAG for the first full Lease Year or \$75,000.

**EXHIBIT 3**  
**DEVELOPMENT PLAN**

**CONCESSIONS DEVELOPMENT PLAN**

**Proposal Form B  
Concept Plan**

*Instructions: Provide respondent's proposed concept plan showing the following information for each proposed Concession Location. Use additional copies of this table as necessary. Submit additional information as set forth in the Proposal Requirements following this proposal*

Respondent:     Taking Flight Concessions    

Concession Location ID	Area	Concession Category	Proposed Concept/Brand	Brand Type (International, National, Regional, Local, Proprietary)	Proposed Operator	Anticipated Opening Date
MMF-TBD	500 sq. ft.	Convenience	Offers diverse to-go meals, snacks, beverages and convenience items with healthy options included	Local	Taking Flight Concessions	12/1/2018
MMF-TBD	12.5 sq. ft.	Vending	Healthy meals and snacks, made fresh daily	Local	Farmer's Fridge	12/1/2018
MMF-TBD	20-30 sq. feet	Vending	Diverse beverage and snack machines	Local	Mark Vend Company	12/1/2018

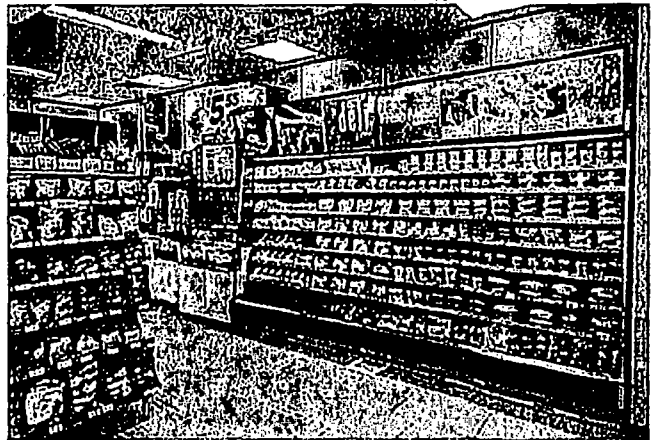
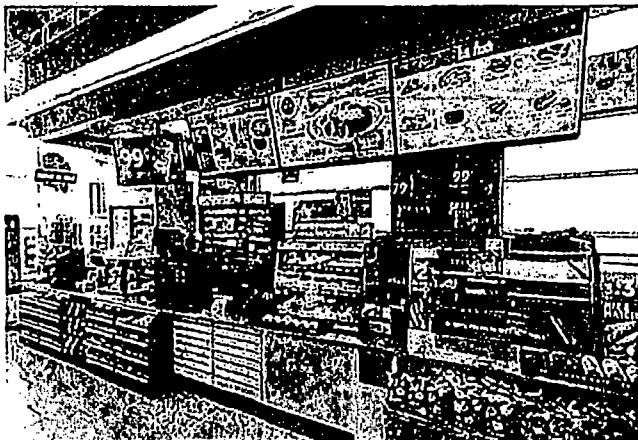
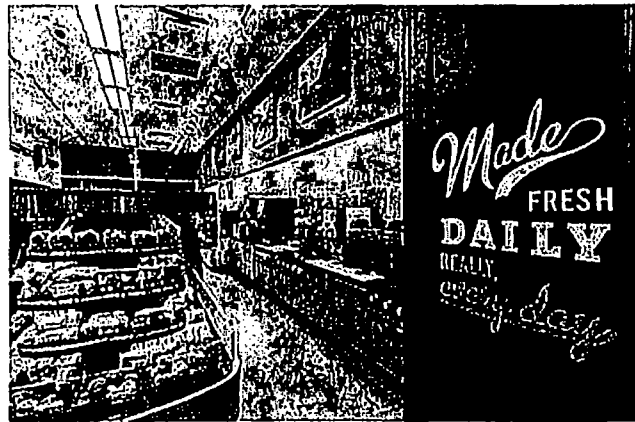
**CONCESSIONS DEVELOPMENT PLAN**

*1. Concept and Theme for Space*

Taking Flight Concessions (TFC) has assembled a team to develop a concession that offers a variety of products with innovative and technology driven services. We have a strategic mix of partners to deliver high quality and high value products for all customers. While our concession will offer value priced meals and snacks, we also will offer delicious and healthy gourmet quality sandwiches, salads and other food offerings—all at a reasonable price.

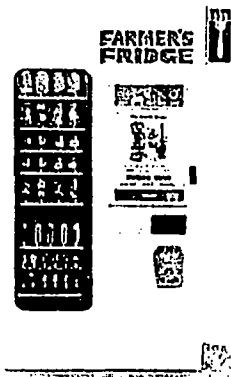


TFC will develop a 7-Eleven-branded concession within the 500 square foot space allotted by the City at the Multimodal Facility. The concession will be designed with 7-Eleven's newest innovative design and presentation, including sleek shelving and modern finishes, as seen in the pictures contained herein. The shelving areas will contain snacks and dry food items, as well as other convenience and grab and go items. The store will contain stations for beverages such as gourmet coffee and fountain drinks, including natural and organic drink options. TFC will also offer packaged cold food items for the busy traveler, such as prepared sandwiches, hummus and dips, and fresh chopped vegetable items. In addition, we will prepare hot meals that will be available for purchase.



Our concept will also contain a refrigerated area that will be stocked with healthy food items such as salads, individual cheese and salami trays, fresh cut fruit, yogurt, and other healthy choices. The space will contain decorative lettering, as seen in the pictures contained herein. There will be innovative and dynamic menu boards that will provide an enhanced technology interface and ultimately allow for smart phone ordering while at the location or while waiting in line for a customer's vehicle at the rental facility.

7-Eleven has recently opened a fully automated store, leading in technological advances to cater to an ever increasing technology driven experience. We anticipate this location will feature some of the most cutting edge technology available. In addition, as the footprint of this location grows in subsequent years, we will endeavor to embark on applying more technology innovations, not only in future expansions, but incorporated within the initial footprint being proposed today.

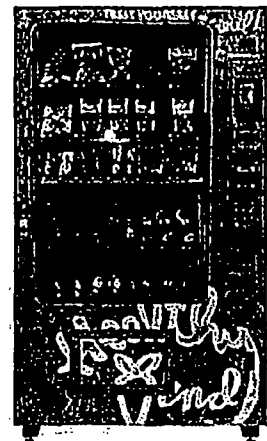


TFC will develop the area adjacent to the concession as a seating area with vending machines, including one Farmer's Fridge machine and three Mark Vend Company machines. These machines will operate on a twenty-four hour basis. The Farmer's Fridge machine will provide customers freshly made and healthy meals and snacks including salads, bowls, and breakfast items. The Mark Vend machines will offer patrons various beverage and snack items. Each respective vending machine will be fully stocked every day by either Farmer's Fridge or Mark Vend Company employees. Farmer's Fridge will restock their Fridge daily between midnight and 7 a.m., and as necessary, while Mark Vend Company will utilize its proprietary cellular technology to monitor restocking needs in real time. In both cases, the vending machines will continually be restocked as necessary to ensure that the machines are always fully stocked. TFC's concession is for everyone. We offer high quality and fresh food on a twenty-four hour basis and at an affordable price.

TFC will also utilize the amount of storage available to the concession once such storage is finalized by the Department of Aviation. TFC intends to install refrigeration in such space in order to adequately store certain concession and vending products, such as cold beverages and certain fresh made-to-order items. TFC will maintain such storage space in a clean and sanitary manner.

Pursuant to the representations made in the RFP, if the City were to expand the concession space from 500 square feet to 1000 square feet after the second year of the Term, TFC would be able to utilize and develop such space in a manner consistent with the needs of the Airport outlined within the RFP.

TFC will be monitoring the sales data carefully and continuously throughout the initial year. The expansion of the space, if available, will be made with immense flexibility based on the actual tastes and desires of the MMF customer. While this RFP presents an initial view of our sales projections and products, we recognize the importance of flexibility and change as customers' desires change and as experience teaches us. When and if an expansion is available, TFC will use this as an opportunity to improve the customer experience, expand upon the areas of most interest, and provide even more effectiveness and customer service to the MMF. While the expansion of the space will allow us to pivot to address evolving tastes and trends, we will always introduce innovative changes to address shifting tastes. In fact, because our entire program is



technology driven, we will be able to make instant changes to provide items that are more popular and to reduce those that are not as desired.



## *2. Proposed Menu of Services and Products*

TFC's product assortment has been thoughtfully selected and will be strategically implemented to ensure that all customers have access to a wide-variety of products and first-class service. We are confident that TFC's 7-Eleven offering, in combination with our vending options, will cater to the needs and preferences of all travelers, including those with dietary restrictions. Our diverse product offering ensures that all travelers, from a fickle 7-year-old to an observant religious consumer with dietary restrictions, are addressed. Our TFC Chicago Corner concept, allows us to seasonally curate some of the most innovative and delicious Chicago area dining experiences.

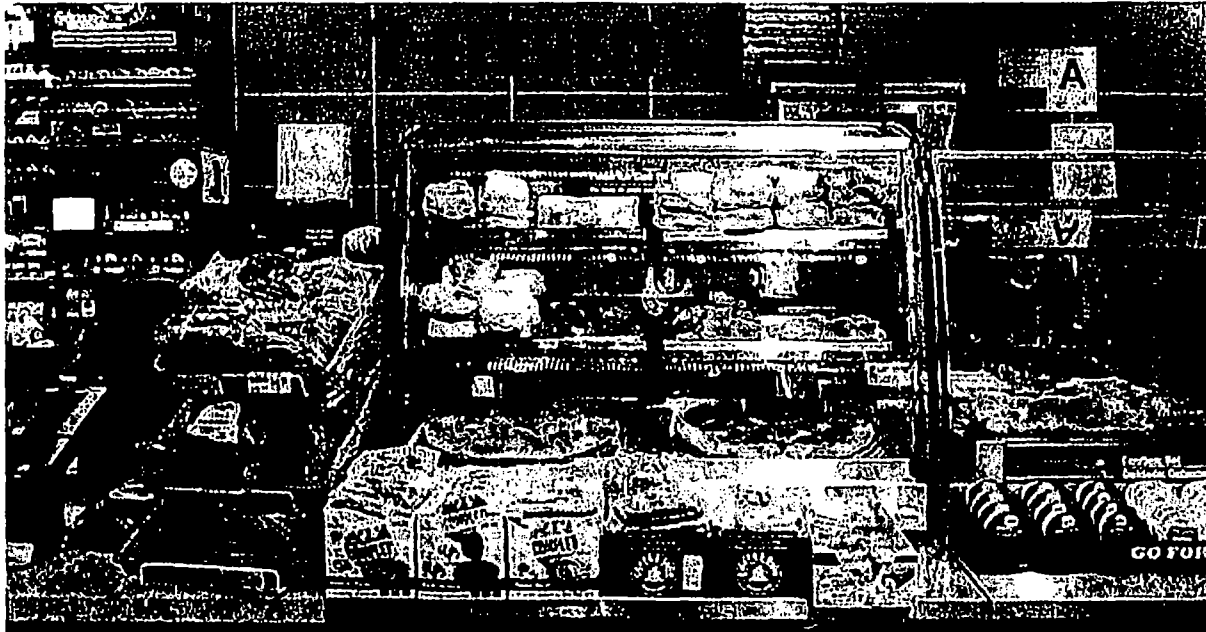
### *a. 7-Eleven's Menu of Services and Products*

We believe that the MMF customers will want food that is fast, fresh, high quality, and portable. We expect they will prefer products that are cost competitive, without compromising quality. In recent years, 7-Eleven has distinguished itself from other competing convenience store brands by adding new products, meeting customer demands, and customizing retailer stores depending on market trends and customer base preferences. 7-Eleven's unique customer driven product mix includes fresh foods and a variety of product lines to meet all customer needs, making them the best partner in offering convenience products to the MMF customer. 7-Eleven's existing infrastructure will allow us to provide a great variety of excellent products at a low cost.



7-Eleven's fresh food and private brands, including its "Go Smart" line, offer healthy options and unique product assortments that accommodate all customers who seek "better-for-you" options while on the go. These food offerings include both hot and cold food items, which are outlined below. Beverages will include freshly brewed coffee, tea, bottled sodas, water, teas, and juices. TFC will

install fountain drink offerings that incorporate some of the most iconic and refreshing brands available as well as healthy organic offerings. Traditional convenience items will be offered within the concession, including aspirins, lip balms, tissue paper, reading materials and many other items for travelers.



7-Eleven's hot food program offers customers a variety of food options that are made fresh daily. Its expansive menu includes hot dogs, Taquitos, pizza, chicken wings, hamburgers, and hot sandwiches such as various breakfast sandwiches and melts. 7-Eleven also offers freshly made roasted turkey sandwiches, tuna salad sandwiches, and 6'inch subs. We will offer traditional salads such as caprese salads, garden salads and caesar salads, in both entr e and side salad portions. We will also offer other fresh and innovative salads including chicken caesar, pasta salad, Mediterranean pasta salad, balsamic chicken salad, and the kale and quinoa salad.





<b>Category</b>	<b>Brand Name</b>	<b>Description/Size</b>	<b>Retail price</b>
<b>Salty Snacks</b>			
<i>Chips</i>	Lay's	Classic/BBQ/Sweet Chili	\$1.29
	Cheetos	92g	\$1.29
	Pringles	6.5oz	\$2.69
	Chex Mix	4.5-9oz	\$2.19 - 2.99
	7-Eleven		\$1.19
<i>Pretzels</i>	Snyder's	3.5oz	\$1.29
	Chocolate-dipped pretzels	4.5oz	\$2.49
	7-Eleven		
<b>Meat Snacks</b>			
	Slim Jims	2oz	\$2.29
	Jack Links	Pepper/Spicy-3.25, 5.5oz	\$6.49
	7-Eleven	Pepper/Spicy-3.25, 5.5oz	\$5.89
<b>Nuts</b>			
	Mixed Nuts/Trail Mix	1.75oz	\$ .99 - 1.99
	Planters	4oz-6oz	\$1.99 - 2.99
	7-Eleven	4oz-6oz	\$1.69 - 2.69
<b>Health Bars</b>			
	Zone Perfect	Choc/Peanut Butter-1.76oz	\$1.99
	Full Bar	9.5oz	\$1.99
	Power Bar	3oz	\$2.49
	7-Eleven	3oz	\$1.49
<b>Snacks</b>			
<i>Cracker</i>	Cheez-it	3oz	\$1.29
	Wheat Thins	10oz	\$4.49
	Gold Fish	6.6oz	\$2.39
<i>Cookies</i>	Chips Ahoy	6oz	\$2.29
	Oreos	8oz	\$5.29
	7-Eleven	6oz	\$4.89



Chicago Department of Aviation  
RFP to Lease, Develop, and Operate a Convenience and Vending  
Concession at O'Hare Airport MMF- 12/1/2017  
RFP Response – Taking Flight Concessions



Category	Brand Name	Description/Size	Retail price
<b>Candy</b>			
<i>Candy Bars</i>	Snickers, Reese's, Hershey, etc	King Size (3oz+)	\$1.99
	Snickers, Reese's, Hershey, etc	Regular Size (2oz)	\$1.29
<i>Theatre Size</i>	Various	4-6oz	\$1.79
<i>Gum</i>	Various	Various	\$1.49 - 2.19
<b>Bagged Candy</b>			
<i>Bagged Candy</i>	Various	Various	\$1.29 - 2.39
<i>Bagged Nuts</i>	Various	Various	\$1.79 - 2.99
<b>Breakfast Pastries</b>			
<i>Donuts</i>	7-Eleven	3.5oz for cake	\$.99 - 1.19
<i>Eclairs/Fritters</i>	7-Eleven	5oz	\$1.49
<i>Muffins</i>	7-Eleven	Large	\$1.89
<i>Croissant</i>	7-Eleven	Large	\$1.49
<b>Baked Snacks</b>			
<i>Brownies</i>	7-Eleven	3.7oz	\$1.39
<i>Cookies</i>	7-Eleven	2.2oz	\$0.79
<b>Chilled Food</b>			
<i>Sandwiches/Wraps</i>	7-Eleven	6z-9oz	\$2.99 - 4.69
<i>Salads</i>	7-Eleven	6z-9oz	\$3.99
<i>Cut Fruit</i>	7-Eleven	6z-18oz	\$2.99 - 4.89
<i>Desserts</i>	7-Eleven	Various	\$1.29 - 3.69
<i>Yogurt</i>	7-Eleven	7.5oz	\$2.99
<i>Lunchables</i>	Oscar Mayer	9.4oz	\$3.89
<b>Grill</b>			
<i>Hot Dogs</i>	Oscar Mayer	Beef, 4 dogs/lb	\$2.09
<i>Burger Bite</i>	Oscar Mayer	Beef, 4 dogs/lb	\$2.19
<i>Taquitos</i>	7-Eleven	3oz	\$1.49
<i>Breakfast Bite</i>	Oscar Mayer	1/8 lb	\$1.49

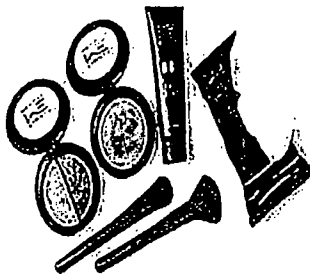




<b>Category</b>	<b>Brand Name</b>	<b>Description/Size</b>	<b>Retail price</b>
<b>Hot Foods</b>			
<i>Breakfast Sandwiches</i>	7-Eleven	Croissant, egg, ham, cheese	\$2.69
<i>Chicken Sandwiches</i>	7-Eleven	Tyson	\$1.99
<i>Hamburgers</i>	7-Eleven	1/2lb	\$1.99
<i>Chicken Tenders</i>	7-Eleven	1/4lb	\$1.69
<i>Pizza</i>	7-Eleven	1/8 slice of Large Pizza	\$1.49
<b>Hot Beverages</b>			
<i>Coffee</i>	7-Eleven	Small	\$1.59
		Medium-16oz	\$1.69
		Large	\$1.79
		Extra Large	\$1.89
<i>Tea</i>	Bigelow	Same as Coffee	Same as Coffee
<b>Fountain Drinks</b>			
<i>Dispensed Soft Drinks</i>	Coke, Pepsi, Sprite, Orange, Gatorade	Big Gulp 32oz, Super Big Gulp 44oz	\$1.19 - 1.89
<b>Slurpee</b>			
<i>Semi Frozen</i>	Slurpee	Medium-16oz, Large 24oz	\$1.29 - 2.09
<b>Iced Coffee</b>			
	Regular and French Vanilla	Medium-16oz, Large 24oz	\$1.49 - 2.39
<b>Water</b>			
<i>Still water</i>	Dasani, Smartwater	.5L, 1L, 1.5L	\$1.39 - 2.89
	7-Eleven	.5L, 1L, 1.5L	\$1.09 - 2.69
<i>Carbonated</i>	Perrier	.5L	\$1.79
<b>Soda</b>			
<i>Branded Soda</i>	Pepsi, Coke, Sprite, Fanta, Diet	20oz, 1L	\$1.89 - 2.39
<i>Other Soda</i>	7-Select	1L	\$1.69
<b>Specialty</b>			
<i>Energy Drinks</i>	Red Bull, Monster	8.4oz-16oz	\$2.39 - 4.29
<i>Iced Bottled Coffee</i>	Seattle's Best Coffee	9.5oz-13.7oz	\$2.49 - 2.79
<b>Julces/Healthy</b>			

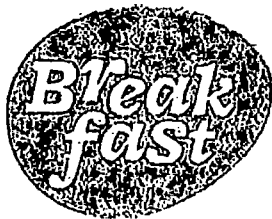


<i>Nutritional Drinks</i>	SoBe, Naked, Tropicana, V-8	12oz-18oz	\$1.89 - 3.49
<i>Juice</i>	Tropicana, V-8	12oz-18oz	\$1.89 - 3.50
<b>Category</b>	<b>Brand Name</b>	<b>Description/Size</b>	<b>Retail price</b>
<b>Milk/Yogurt</b>			
<i>Milk</i>	Nestle, Oak Farm	16oz-pint	\$1.79-1.99
<i>Yogurt</i>	Yoplait	6oz	\$1.79
<b>Ice Cream</b>			
<i>Ice Cream-Pints</i>	Haagen Dazs, Ben & Jerry	Half Pint	from \$3.99
<i>Ice Cream-Bars</i>	Haagen Dazs, Ben & Jerry	3oz-3.65oz	from \$3.99
	7-Select	3oz	\$1.29 - 2.49
<b>Travel Needs</b>			
<i>Travel Accessories</i>	Travel Club	Adaptors/Luggage tags/Locks/etc.	\$1.69 - 29.99
	Cloudz	Neck Pillows/Eye Shade/Umbrella	\$1.69 - 29.99
	Foster Grants	Sunglasses/Readers	from \$12.99
<i>Travel Electronics</i>	Maxwell/Fuji/Energizer	Ear buds/Cameras/Batteries	\$5.99-99.99
<i>OTC Pharma</i>	Advil/Tylenol/Tums/Pepto/Benadryl	2-Tab & 4 Tab w and without cup	\$ .99 - 12.49
<i>Health &amp; Beauty</i>	Degree/Chap Stick/Crest/Purell	.15oz-5oz	\$ .99 - 12.49
<i>Phone Cards</i>	Various	Cards for varying minutes	by minutes
<b>Tobacco</b>			
<i>Cigarettes</i>	Marlboro, Camel, Newport, etc	Packs	\$3.79 - 5.49
<i>Smokeless</i>	Skoal, Snus	Tins	from \$3.99
<b>Gift</b>			
<i>Decorative Gifts</i>	Lazart	Bookmarks/Candles	from \$12.99
<i>Jewelry</i>	Southwest Jewelry	Silver Earrings/Necklaces/Bracelets	from \$9.99
<i>Toys</i>	American Airlines	Die Cast & Pull Back Planes	\$5.99 - 12.99
	Aurora/Ty	Plush, battery-operated toys, balls	\$3.99 - 19.99
<i>Themed Souvenirs</i>	Chicago	Keychains, magnets, totes, mugs, plush toys	from \$3.99
<i>Make-up</i>	Simply Me Beauty	Mascara, eye, blush, lipstick	Less than \$5.00



**b. Services and Products offered by Farmer's Fridge**

Farmer's Fridge makes fresh meals and snacks every day in their kitchen, located in the Fulton Market area, and fills their fridges with delicious breakfasts, salads, bowls, and snacks each morning and as necessary. TFC has secured the exclusive rights of Farmer's Fridge for this RFP. As such, TFC is the only offeror that is providing one of Chicago's most innovative food offerings.



**Almond Butter Oatmeal**

Oatmeal, almond butter, banana, toasted coconut, cacao nibs

**Greek Yogurt & Granola**

Vanilla bean Greek yogurt, apple, banana, strawberries, blackberries, blueberries & house-made granola (gluten-free oats, maple syrup, canola oil, pecans, dried cherries, golden raisins, unsweetened coconut flakes, cinnamon)

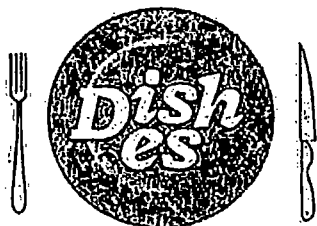
**Snacks**

**Pineapple Coconut Chia Pudding**

Organic chia seeds, pineapple, pineapple juice, coconut milk, greek yogurt, coconut flakes, honey, vanilla bean & kosher salt

**Chocolate Trail Mix**

Dark chocolate, roasted cashews, almonds, dried cherries, golden raisins, coconut flakes, and maldon salt



**Peanut Soba Noodles**

Soba noodles (contain wheat), carrots, edamame, scallions, peanuts, sesame seeds, and peanut dressing

**Salmon Niçoise**

Roasted Verlasso salmon, potatoes, green beans, tomatoes, hardboiled egg, parsley, and whole grain mustard vinaigrette



**Kale Chicken Caesar**

Roasted chicken, kale, romaine, breadcrumbs, local Hook's® Parmesan  
 WITH CAESAR DRESSING

**Cheater**

Romaine, turkey bacon, hard-boiled egg, white cheddar, corn, carrot, cucumber, grape, tomatoes, sunflower seeds  
 WITH HONEY MUSTARD DRESSING

**Southwest**

Romaine, black beans, grape tomato, fire-roasted corn, avocado, pickled onion, queso fresco, pappas  
 WITH AVOCADO LIME DRESSING



**Shrimp & Succotash**

Romaine, grilled shrimp, asparagus, tomato, roasted corn, edamame  
 WITH YOGURT DASIL DRESSING

**Greek**

Organic spinach, romaine, whole wheat orzo with Kalamata olives, yellow tomatoes, red bell pepper, cucumbers, red onion, feta cheese, toasted almonds  
 WITH CREAMY GREEK YOGURT DRESSING

**Crunchy Thai**

Coconut chicken, red cabbage, cucumbers, snow peas, red bell pepper, carrots, radishes, scallions, peanuts  
 WITH PEANUT DRESSING

**North Napa**

Napa cabbage, mixed greens, grapes, cucumber, chickpeas, avocado, feta cheese, pistachios, dried cherries  
 WITH BALSAMIC VINAIGRETTE

**Add a protein**

- Local Smoked Tofu
- Shredded Roasted Chicken
- Hard Boiled Eggs

The pricing of these products is as follows: snacks/proteins, \$2.00-\$4.00; breakfasts/bowls, \$4.00-\$6.00; and salads, \$8.00-\$10.00. Farmer's Fridge is an innovative company that is constantly looking for new ways to provide fresh and delicious meals to consumers. Their chef and dietician, Jessica Foust, monitors trends of real-time data on purchases received from fridges and customer feedback to adjust their offerings. Their menu is subject to change with consumer trends and seasonal offerings, as the company is looking to expand their menu and offer more products. Those traveling through the MMF will have easy access to gourmet quality meals and snacks twenty-four hours a day and at a reasonable price.



*c. Services and Products offered by Mark Vend Co.*

Mark Vend Company prides itself on its commitment to technology and its second-to-none customer service. Each machine offers customers a wide variety of traditional and healthy snack and beverage options on a twenty-four hour basis. The vending machines themselves are equipped with state of the art technology to ensure ease of use and high performance. Each machine has an easy to use touchscreen that displays a wide assortment of product offerings and those products' nutritional information.

Mark Vend's system is designed to optimize every machine's performance, which is integral in offering vending service at high-volume locations, such as the Airport's MMF. Each machine can process over 40,000 transactions in a single day. The card readers can process customer payments at the speed of a swipe and each machine accepts all payment types: currency, coins, credit cards, debit cards, and even Google Wallet and Apple Pay. Refunds can be processed electronically at the point of sale.

Every machine is networked using custom software that monitors inventory, controls machine temperature, tabulates sales, creates service orders, generates real time reports, and sends data directly to the Mark Vend Operations Team. Per-machine supply level reports inform the company's Lightspeed Warehouse to assure that every delivery contains precisely what is needed to restock each machine. System reports make it easy to review sales information and make adjustments to product offerings. We understand that consumer choices change over time and our service model allows us the flexibility to change our products to match market trends. Our products and prices can be found below.

Product	Vend Price (Plus Tax)	Price	Tax Rate %	Tax Rate \$	Cus Comm %
12oz Can Soda	\$1.50	\$1.29	14.25%	\$0.21	25.00%
15.2oz Juice	\$2.75	\$2.66	3.25%	\$0.09	25.00%
16oz Energy Drinks	\$3.50	\$3.00	14.25%	\$0.50	25.00%
20oz Bottle Soda	\$2.35	\$2.02	14.25%	\$0.33	25.00%
20oz Sports Drinks	\$2.50	\$2.14	14.25%	\$0.36	25.00%
20oz Vitamin Water	\$2.50	\$2.14	14.25%	\$0.36	25.00%
20oz Water	\$2.00	\$1.94	3.25%	\$0.07	25.00%
8.4oz Red Bull	\$3.50	\$3.00	14.25%	\$0.50	25.00%
Bag Cookies & Snacks	\$1.75	\$1.69	3.25%	\$0.06	25.00%
Candy	\$1.50	\$1.33	11.25%	\$0.17	25.00%
Chips Large	\$1.50	\$1.45	3.25%	\$0.05	25.00%
Pastry	\$1.75	\$1.69	3.25%	\$0.06	25.00%
Pop Tarts	\$1.75	\$1.69	3.25%	\$0.06	25.00%
Pringles	\$1.75	\$1.69	3.25%	\$0.06	25.00%
Rice Krispies	\$1.75	\$1.69	3.25%	\$0.06	25.00%

*d. TFC's Chicago Corner Offering*

TFC will feature seasonal food and snack items representing local staples from our diverse Chicago neighborhoods. We want our customers to have a “taste of Chicago” while visiting the locatoin. Each food, beverage and snack offering will tie in to a local area in the region. We will tell a story about the local neighborhood from which the featured food item originated and encourage our customers to stop by during their visit. For example, during the summer months, we may offer tamales from Dia de los Tamales, or mexican sweet bread from “Bon Bon”, both of which are in Pilsen. During February, we may offer dumplings from Chinatown, in celebration of the Chinese New Year and in the fall months, we could offer samosas from Tahoorra Sweets & Bakery on Devon Street for Diwali.

Our offerings will tell a story about Chicago, and the neighborhoods within it. We want our visitors to experience our diverse culture from the moment they arrive. More importantly, it allows us to inform travelers about Chicago’s rich history and traditions. It will encourage our visitors to not only visit the Magnificent Mile, but to travel to Little Village and take part in other local ethnic traditions.

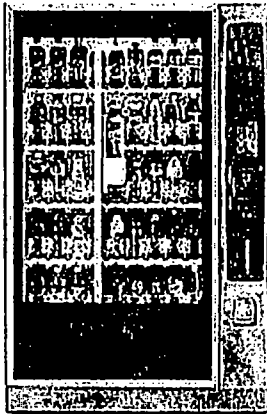
*3. Sources of Merchandise, Products and Supplies*

TFC has selected 7-Eleven to supply concession inventory for delivery to the O'Hare Airport because 7-Eleven’s logistics systems get products into stores in the most efficient manner possible. 7-Eleven’s field merchandising group sources products from local suppliers and helps ownership coordinate in-store marketing and performance better than any other franchise in the nation.



7-Eleven's logistics will ensure that we have the freshest offering of baked goods and beverage products of any Airport retailer. TFC will coordinate daily deliveries of fresh items from 7-Eleven's proprietary Combined Distribution Center (CDC). Deliveries will be routed directly to the Airport. TFC will coordinate deliveries during night-time hours, when traffic is lighter, or in accordance with Airport preference and availability. Deliveries will be planned in advance to ensure that the concession is staffed accordingly.

TFC staff will accept deliveries and put them in refrigerated storage for the next day, although most of the products delivered by the CDC will be in sufficient quantities to place directly into the store. Dry goods will be delivered twice per week to an offsite warehouse, from which the store will be stocked each night. When space is allocated by the Department, TFC will develop a strategic storage plan so that the concession can be easily restocked with minimal runs to the warehouse.



Both Farmer's Fridge and Mark Vend Company will monitor their inventory and restock accordingly. Farmer's Fridge stocks and maintains its fridge daily. Farmer's Fridge products will be delivered from the company's kitchen in the Fulton Market district each morning between midnight and 7 a.m. The meals and snacks are stored in the temperature-regulated fridges from twenty-four to forty-eight hours, depending on the shelf life. Based on Farmer's Fridge's technology, Farmer's Fridge receives real time data on purchases which drive the production schedule for the following day. In addition, we will analyze data for weekly and monthly trends so that we can be prepared and flexible as demand may change by day-of-week, day-of-month, or by other cyclical trends.

Mark Vend Company processes up to 40,000 transactions in a single day, driven by its proprietary SmartVend system. SmartVend integrates multiple technologies, to optimize networking and monitoring of sales, machine performance, inventory levels, and restocking needs. Mark Vend Company also implements a web portal for online ordering, real-time pricing, and on-demand management reports. Mark Vend supplies a refund bank and refreshes its products as needed.

#### *4. TFC's Commitment to Capital Improvements*

TFC will fully commit the monetary investment required to successfully develop, construct, and operate the proposed concession. TFC has engaged Global Development & Construction Corporation, a Chicago based construction firm, to construct the concession and adjacent area in collaboration with TFC's design and architecture team, Parachin Design Studios Ltd.

Global Development & Construction has successfully completed similar work, including the construction of Dunkin' Donuts, Burger King, Subway, Jimmy John's, and Taco Bell. Their industry expertise and contacts deliver superior results, particularly in the retail market. Parachin is a certified women-owned business with vast experience in a wide range of concession and aviation projects at the Chicago O'Hare and Midway International Airports. The owners of TFC are 100% MBE and will require the general contractor to exceed the MBE and WBE construction goals for the ultimate build out and design.

Construction of the concession will consist of framing walls, installing underground and above ground plumbing, insulation, dry wall, an HVAC system (if needed), an acoustical drop ceiling, LED lighting,

electric services for equipment, installation of coolers, FRP washable panels, flooring and tiles. Most of the material used in construction will be sourced locally and the design concept will be in line with 7-Eleven's newest store designs.

7-Eleven will be providing brand new equipment, furnishings and fixtures for the concession. Farmer's Fridge will provide one Farmer's Fridge vending machine. Mark Vend Company will also be providing three vending machines to complement our offering. Each machine is state of the art and corresponds with our modern and sleek concept.

### ***5. Sustainability Initiatives in Construction and Design***

Sustainability is one of TFC's primary objectives in constructing the concession. In crafting its proposal in response to this RFP, TFC has reached out to businesses who share TFC's initiative to reduce their impact on the environment.

TFC will work with Parachin in the construction and design of the concession as well as the adjacent area. Parachin is a certified women-owned business whose co-founders have decades of experience in a wide range of airlines, concessions, and aviation projects at the Chicago O'Hare and Midway International Airports. Parachin has unmatched experience in planning and building out various concession units. Parachin is very familiar with the CDA's sustainability Program and works with LEED certified personnel who are familiar with the Sustainable Airport Manual. Parachin has unmatched experience in planning and building out various concession units, and has successfully complied with all CDA sustainability initiatives and requirements.

Through 7-Eleven's LED lighting program, TFC will utilize energy efficient LED lights throughout the concession to reduce the use of hazardous materials and light pollution. In an effort to reduce water consumption, they are installing low-flow aerator faucets as part of their standard energy-efficient design plan for all new stores. TFC will monitor, control and optimize the performance of HVAC and refrigeration equipment within the concession, as well as the storage space belonging to the concession. Energy management systems enable remote control of HVAC and other energy-consuming equipment, and generates real-time data used to perform self-diagnostic and optimization routines to reduce energy consumption and manage costs.



TFC's vending options are already recognized for their sustainability. In 2017, Farmer's Fridge was recognized by the AAAE/Airports Going Green Conference with an award in recognition for outstanding leadership in pursuit of sustainability within the aviation industry. Each Farmer's Fridge is meticulously crafted to compliment any space, with its user-friendly touch screen and energy-efficient design. They are simple to use, and easy to install and maintain. Each Fridge takes up a small space of 12.5 square feet. The Fridge can be installed and functional in less than two hours. It plugs into a single, standard 110 volt outlet with 15 amp max load. Energy costs are under \$10 per month. The Fridge is maintenance free, as the Farmer's Fridge team will keep it clean, stocked and running smoothly. The Fridge is equipped with 4G LTE Data plan, so no Wi-Fi is required. It is certified LEED and by the International Well Building Institute. The jar packaging, napkins, and utensils are BPA free and recyclable and they





provide on-site jar recycling at their Fridges. The Fridges themselves run on approximately \$25 of electricity per month, far less than the energy consumption at most fast food chain locations.

#### ***6. Preliminary Plans For Concession***

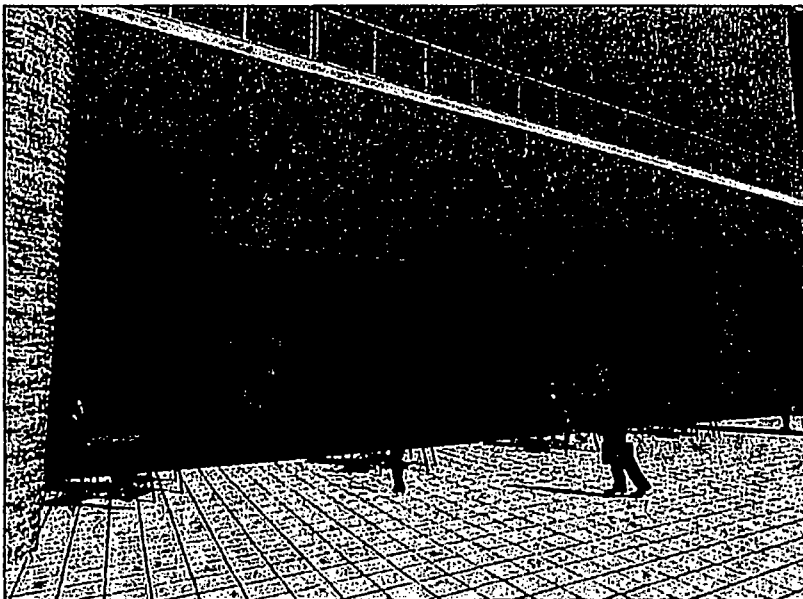
TFC will take a modern approach to mirror the surrounding sleek style of the MMF. The store's layout, as seen in attached floor plans, will be designed to meet the needs of time-sensitive shoppers with storefront checkouts. Given the fact that this is a high-volume location, our layout reflects 7-Eleven's newest design concepts that allow for open spaces and simple sight lines. Customers will be able to easily see and access our products, even when they are in a hurry. TFC will be utilizing dynamic technology including high resolution menu boards and the most advanced technology in order to deliver its technology forward mission of consumer engagement.

A food service counter will be immediately visible at the entrance of the store with fresh food items and bottled beverages, available to quickly grab and go. Packaged snacks and convenience items will be available under the front counters. White surfaces will be featured throughout the store to reflect 7-Eleven's signature clean look and make merchandise stand out. Durable materials such as corian will be used for tabletop and counter surfaces, and materials from sustainable resources will be integrated throughout the space in flooring and fixtures. We will install energy efficient coolers and appliances, along with LED lighting. A percentage of recycled materials will be used throughout the concession and adjacent area to obtain LEED certification.

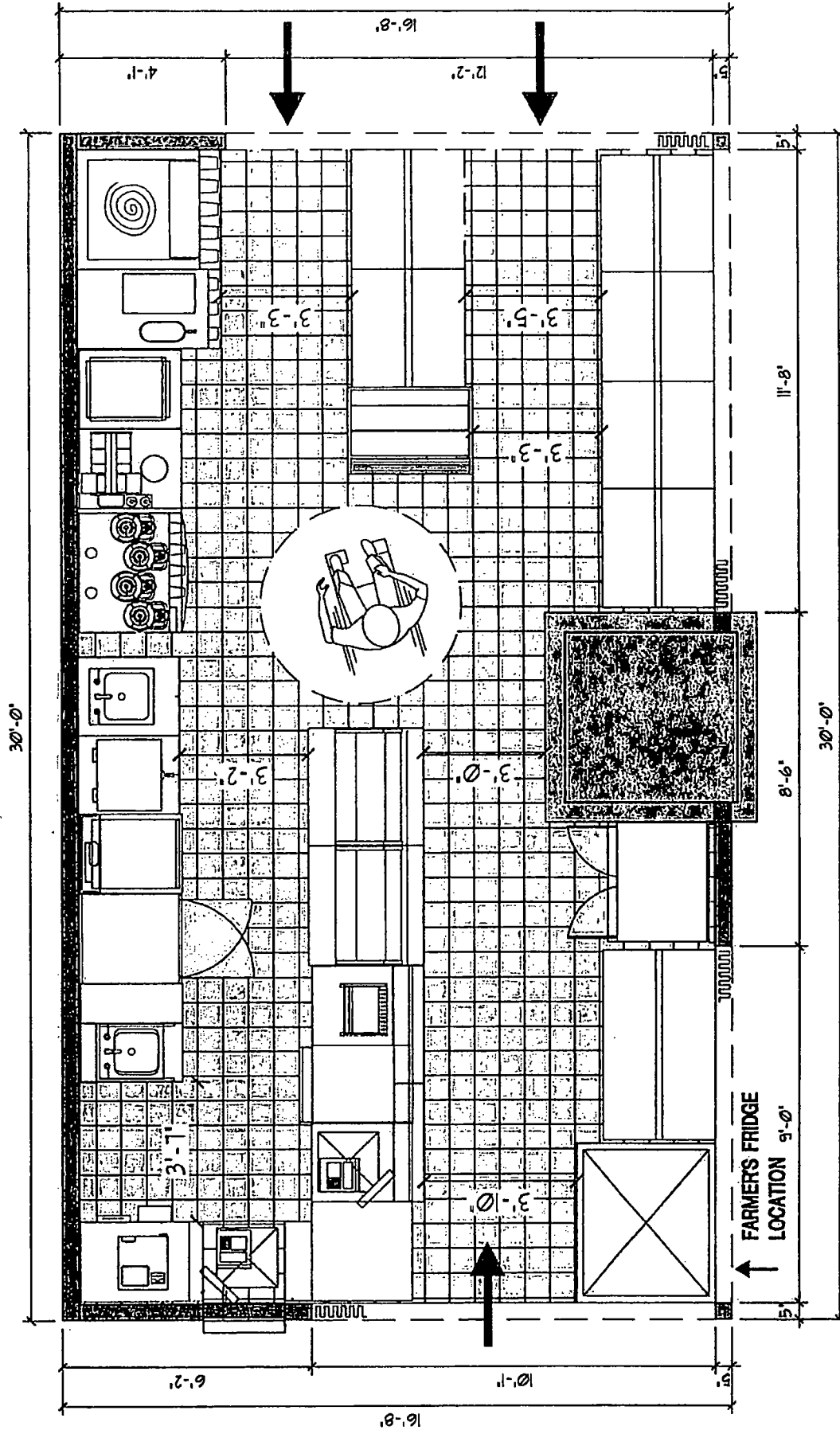
Some additional features will include a 3' open air case for fresh foods including sandwiches, salads, fruit, yogurt, and cheese; two grills for hot dogs and taquitos; a hot food display case to serve pizza, chicken wings, cheeseburgers, chicken sandwiches, empanadas and more; a coffee station; and a Slurpee machine.

Ultimately, the final innovative design concept will incorporate the surrounding environment and will be developed with 7-Eleven's newest look, all while making the location highly accessible to travelers and for those with ADA needs.

The Farmer's Fridge and Mark Vend Company's vending machines will be easily accessible in the adjacent area, next to the concession and seating area.



The rendering provided here and the floor plans are subject to updates with 7-Eleven and our design team to integrate with the location. In addition, the final design will be open with clear sightlines and most importantly, will be designed to allow for an additional 500 square feet to be incorporated at a future time, if the Airport should decide to expand the concession.

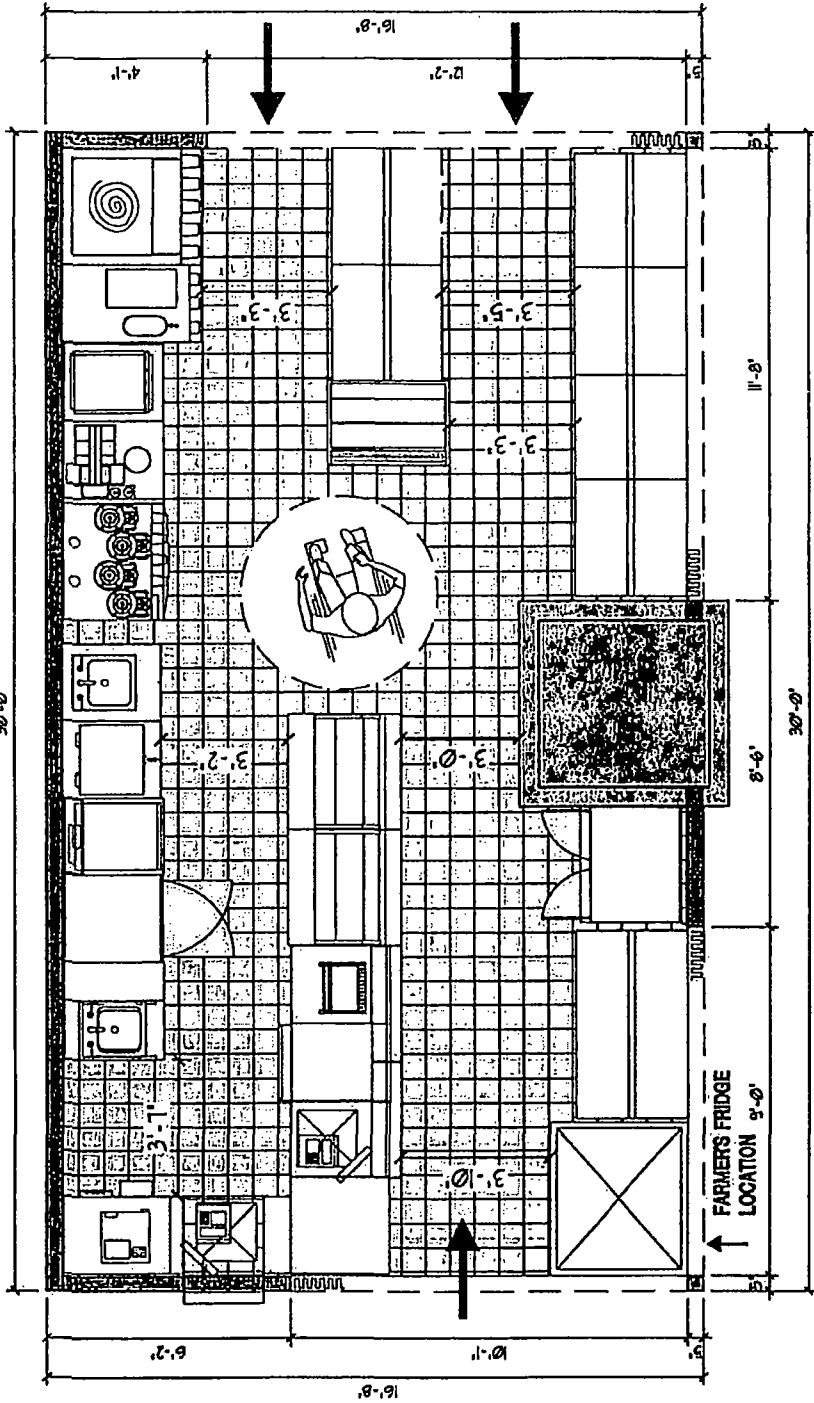


Project:	7-ELEVEN - O'HARE
Scale:	
Ref:	Proposed Floor Plan
Date:	February - 14-2018

M.P. & Associates Inc.  
 Design Consultants.  
 P-21 015 001  
 Chicago, Illinois



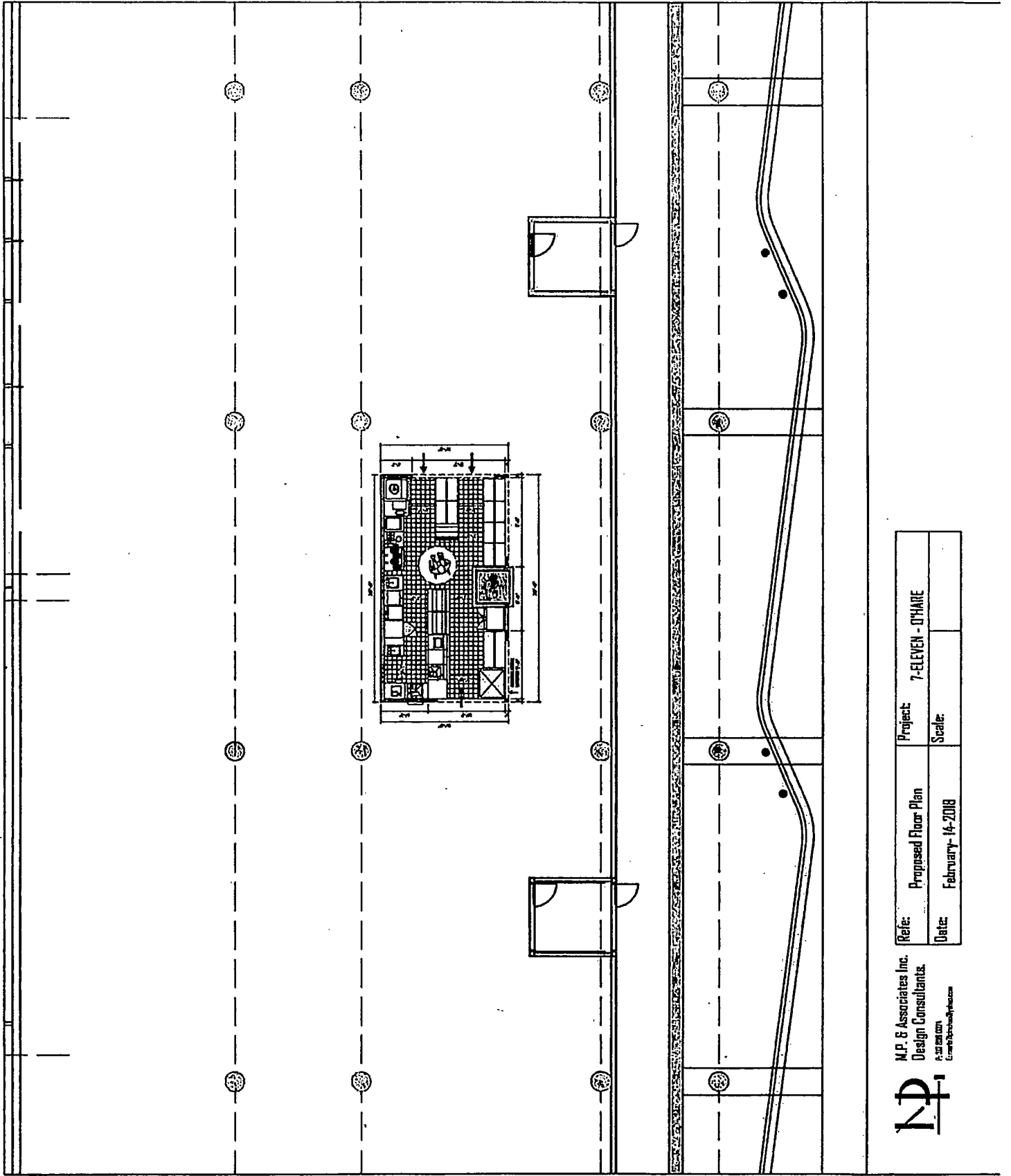
FARMERS FRIDGE  
 LOCATION 9'-0"



Project:	7-ELEVEN - O'HARE
Scale:	
Date:	February 14, 2018

**N.P. & Associates Inc.**  
 Design Consultants  
 6321 E. 53rd Street  
 Chicago, IL 60648



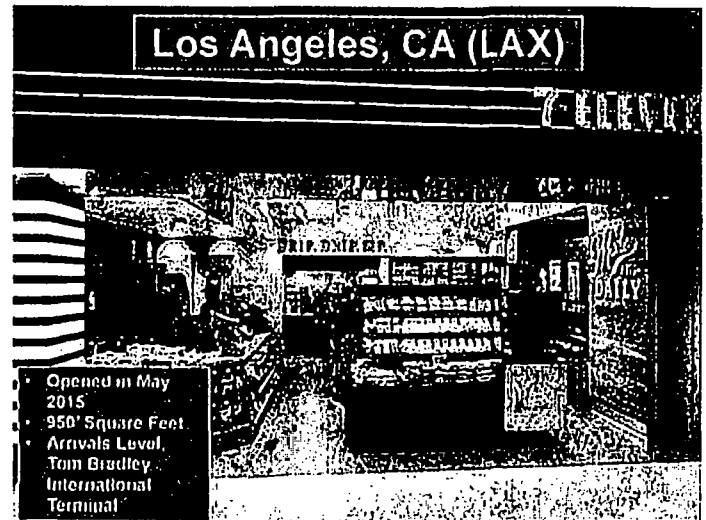
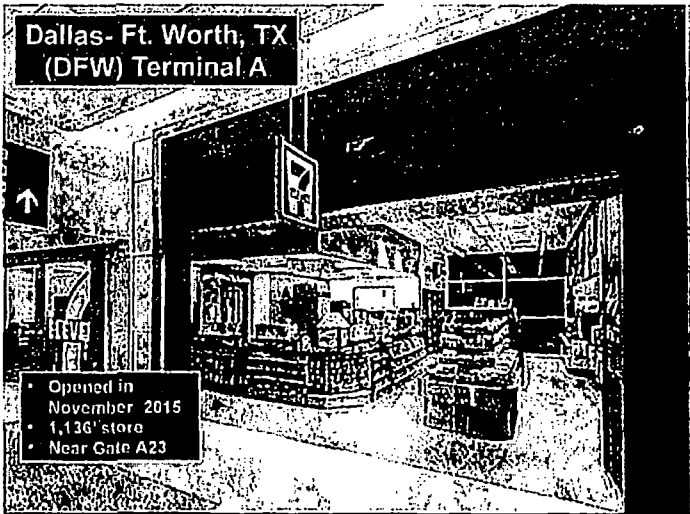


M.P. & Associates Inc.  
 Design Consultants  
 6311 15th Avenue  
 Grand Rapids, Michigan

Ref:	Proposed Floor Plan	Project:	7-ELEVEN - OTHARE
Date:	February 14, 2018	Scale:	

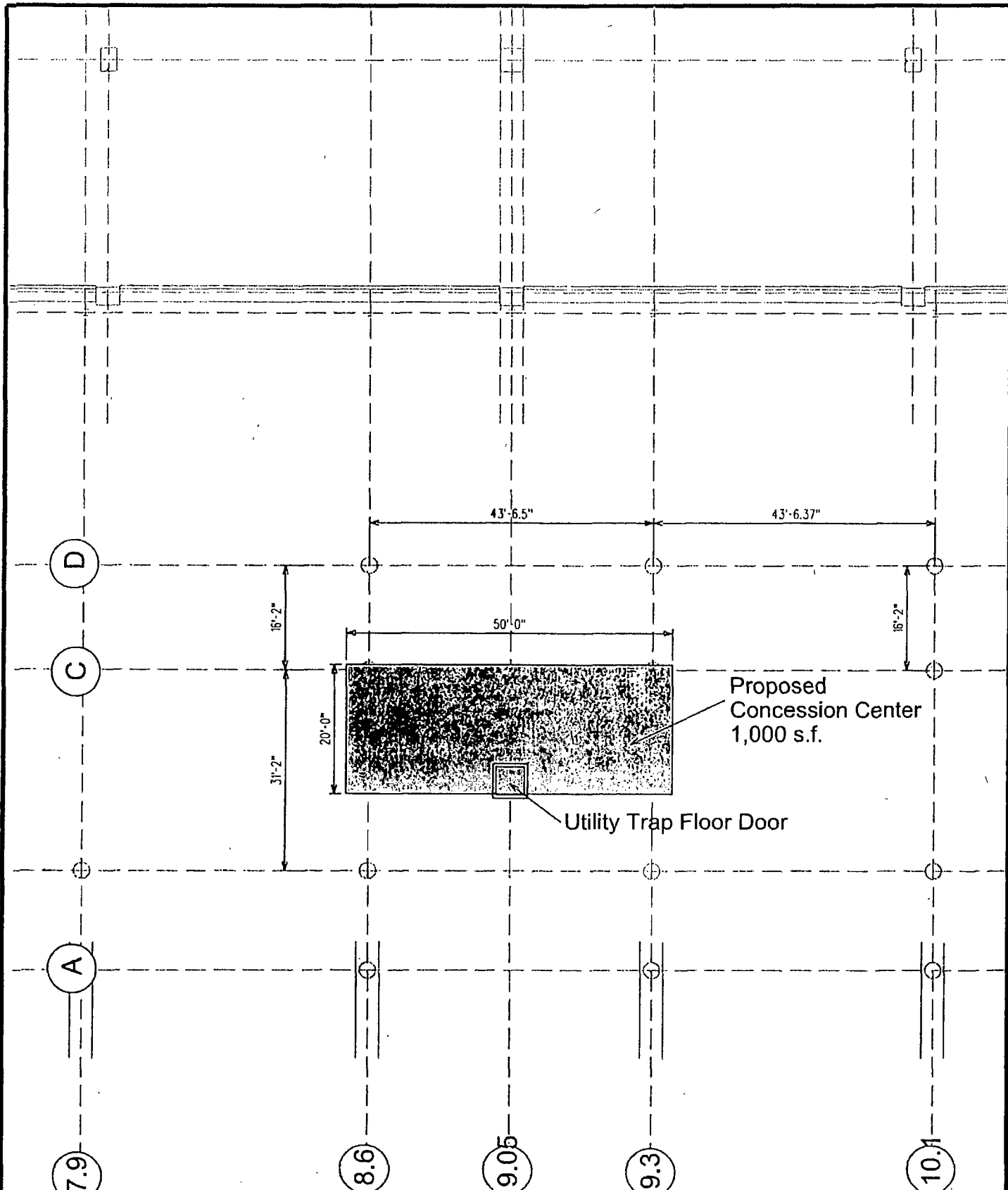


7-Eleven Photo Renderings showing O'Hare Concept



**EXHIBIT 4**

**CITY'S SHELL AND CORE OBLIGATIONS**



Proposed  
Concession Center  
1,000 s.f.

Utility Trap Floor Door

Chicago O'Hare International Airport  
Mayor • Lori Lightfoot

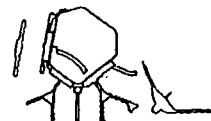
Chicago Department of Aviation  
Commissioner • Jamie Rhee

UNISON RETAIL MANAGEMENT

Multimodal Facility  
Consolidated Rental Car/Parking Facility

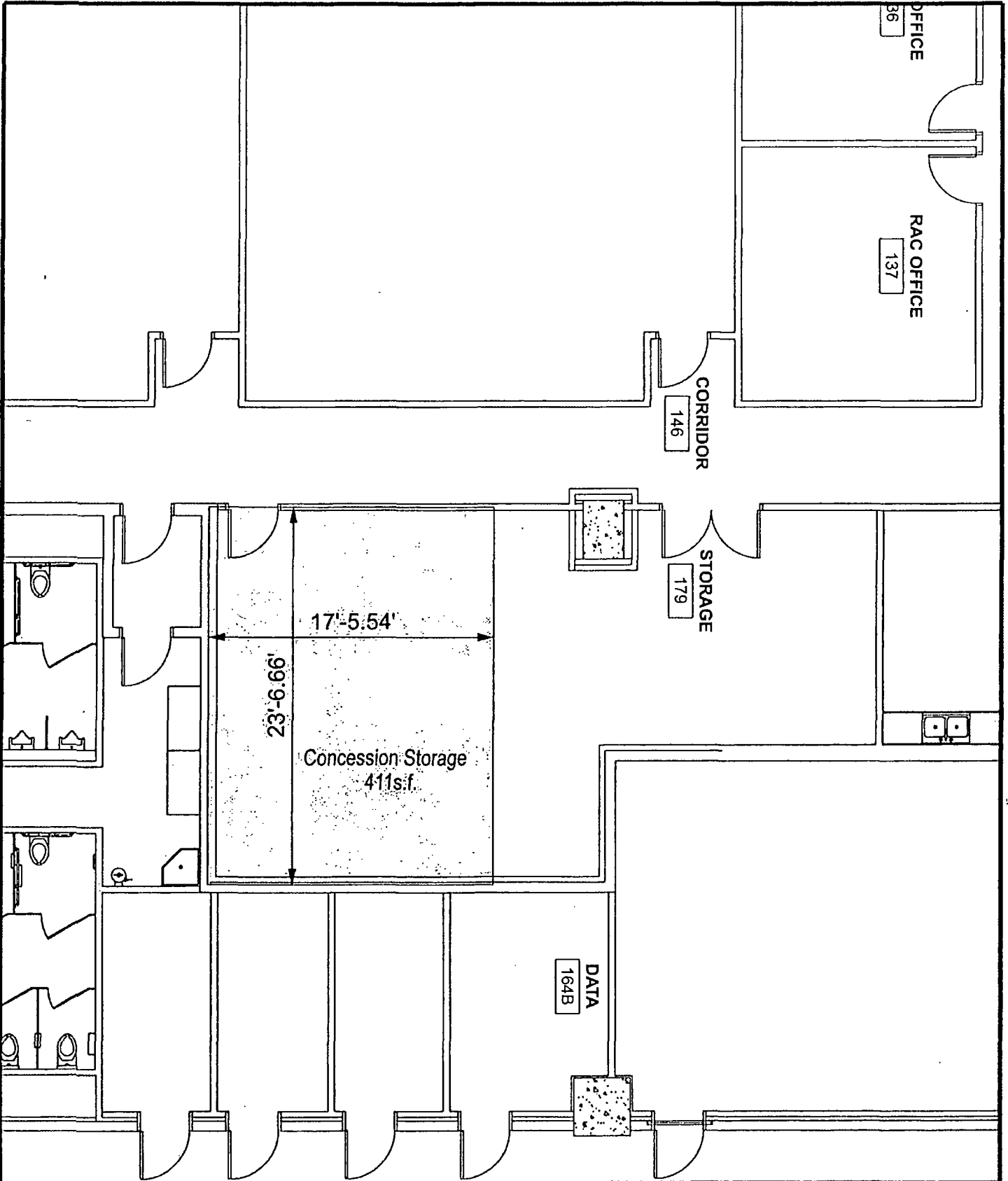
Proposed Concession Center (Customer Service Center)

Scale: 1/16" = 1'-0"



KEY PLAN

Date: August, 2019



Chicago O'Hare International Airport  
 Mayor • Rahm Emanuel

Chicago Department of Aviation  
 Commissioner • Jamie Rhee

Multi Model Facility

Room No. 179  
 Concession Storage (411s.f.)

Scale: 1/8"=1'-0"

Date: May 2019



of Improvements in the Relocation Space. Because the City is replacing Improvements in kind, Tenant is not entitled to any credit for unamortized Improvement Costs for the Leased Space being vacated, and the unamortized Improvement Costs for the Leased Space being vacated will deemed to be the unamortized Improvement Costs for the Relocation Space and continue to be amortized on the same schedule as the original Leased Space.

5.2 **Title to Property in the Leased Space.** Tenant shall retain title and ownership to all Products and other Tenant personal property and proprietary trade fixtures in the Leased Space, except in the event of deemed abandonment, as provided in Section 6.3. The City owns all other property in the Leased Space, including the Shell and Core and, upon completion, Tenant Improvements.

5.3 **Shell and Core.** The City is responsible for providing Shell and Core, if any are specified in Exhibit 4, for the Leased Space. The City makes no warranty, either express or implied, as to the design or condition of the Leased Space, including the Shell and Core, or the suitability of the Leased Space, including the Shell and Core, for the Tenant's purposes or needs. The City is not responsible for any patent or latent defect, and Tenant must not, under any circumstances, withhold any amounts payable to the City under this Agreement on account of any defect in the Leased Space, including the Shell and Core; if feasible, however, the City will assign to Tenant any warranties obtained from the City's contractor for the Shell and Core and/or the right to enforce City's rights under its contract for the Shell and Core. After the City delivers the Shell and Core to Tenant, Tenant must immediately notify the Commissioner of any defects in the Shell and Core.

5.4 **Tenant's Improvement Obligations.**

A. **Retail Space and Storage Space.** Unless otherwise agreed in writing by the Commissioner, Tenant must complete, or cause to be completed, the Improvements as described in the Development Plan. Improvements shall be at Tenant's sole cost and expense and must be completed on or before the Date of Beneficial Occupancy set forth for each portion of the Leased Space in accordance with the schedule set forth in the Development Plan, subject to Section 11.20, "Force Majeure". Failure to achieve DBO for the Improvements in accordance with the schedule in the Development Plan will result in liquidated damages pursuant to Section 5.5(1).

B. **Additional Space.** Tenant must complete or cause to be completed, at Tenant's sole cost and expense, the Improvements for each Additional Space approved by the Commissioner by the proposed Date of Beneficial Occupancy applicable to each such Additional Space, at a total investment in Improvement Costs for each permanent Additional Space of at least 95% of the budget approved by the Commissioner.

C. **Temporary Relocation Space and Additional Space.** The Commissioner may require Tenant to operate the Concession, prior to the Date of Beneficial Occupancy applicable to any Relocation Space and Additional Space, from a temporary Relocation Space, at City's sole cost and expense. If approved by the Commissioner, Tenant may use temporary or used fixtures, trade fixtures and equipment and is not required to install Improvements except to the extent necessary to make the temporary Relocation Space useable.

**EXHIBIT 5**  
**PRODUCTS AND PRICE LIST**



Category	Brand Name	Description/Size	Retail price
<b>Salty Snacks</b>			
<i>Chips</i>	Lay's	Classic/BBQ/Sweet Chili	\$1.29
	Cheetos	92g	\$1.29
	Pringles	6.5oz	\$2.69
	Chex Mix	4.5-9oz	\$2.19 - 2.99
	7-Eleven		\$1.19
<i>Pretzels</i>	Snyder's	3.5oz	\$1.29
	Chocolate-dipped pretzels	4.5oz	\$2.49
	7-Eleven		
<b>Meat Snacks</b>			
	Slim Jims	2oz	\$2.29
	Jack Links	Pepper/Spicy-3.25, 5.5oz	\$6.49
	7-Eleven	Pepper/Spicy-3.25, 5.5oz	\$5.89
<b>Nuts</b>			
	Mixed Nuts/Trail Mix	1.75oz	\$ .99 - 1.99
	Planters	4oz-6oz	\$1.99 - 2.99
	7-Eleven	4oz-6oz	\$1.69 - 2.69
<b>Health Bars</b>			
	Zone Perfect	Choc/Peanut Butter-1.76oz	\$1.99
	Full Bar	9.5oz	\$1.99
	Power Bar	3oz	\$2.49
	7-Eleven	3oz	\$1.49
<b>Snacks</b>			
<i>Cracker</i>	Cheez-it	3oz	\$1.29
	Wheat Thins	10oz	\$4.49
	Gold Fish	6.6oz	\$2.39
<i>Cookies</i>	Chips Ahoy	6oz	\$2.29
	Oreos	8oz	\$5.29
	7-Eleven	6oz	\$4.89

Category	Brand Name	Description/Size	Retail price
<b>Candy</b>			
<i>Candy Bars</i>	Snickers, Reese's, Hershey, etc	King Size (3oz+)	\$1.99
	Snickers, Reese's, Hershey, etc	Regular Size (2oz)	\$1.29
<i>Theatre Size</i>	Various	4-6oz	\$1.79
<i>Gum</i>	Various	Various	\$1.49 - 2.19
<b>Bagged Candy</b>			
<i>Bagged Candy</i>	Various	Various	\$1.29 - 2.39
<i>Bagged Nuts</i>	Various	Various	\$1.79 - 2.99
<b>Breakfast Pastries</b>			
<i>Donuts</i>	7-Eleven	3.5oz for cake	\$.99 - 1.19
<i>Eclairs/Fritters</i>	7-Eleven	5oz	\$1.49
<i>Muffins</i>	7-Eleven	Large	\$1.89
<i>Croissant</i>	7-Eleven	Large	\$1.49
<b>Baked Snacks</b>			
<i>Brownies</i>	7-Eleven	3.7oz	\$1.39
<i>Cookies</i>	7-Eleven	2.2oz	\$0.79
<b>Chilled Food</b>			
<i>Sandwiches/Wraps</i>	7-Eleven	6z-9oz	\$2.99 - 4.69
<i>Salads</i>	7-Eleven	6z-9oz	\$3.99
<i>Cut Fruit</i>	7-Eleven	6z-18oz	\$2.99 - 4.89
<i>Desserts</i>	7-Eleven	Various	\$1.29 - 3.69
<i>Yogurt</i>	7-Eleven	7.5oz	\$2.99
<i>Lunchables</i>	Oscar Mayer	9.4oz	\$3.89
<b>Grill</b>			
<i>Hot Dogs</i>	Oscar Mayer	Beef, 4 dogs/lb	\$2.09
<i>Burger Bite</i>	Oscar Mayer	Beef, 4 dogs/lb	\$2.19
<i>Taquitos</i>	7-Eleven	3oz	\$1.49
<i>Breakfast Bite</i>	Oscar Mayer	1/8 lb	\$1.49





Category	Brand Name	Description/Size	Retail price
<b>Hot Foods</b>			
<i>Breakfast Sandwiches</i>	7-Eleven	Croissant, egg, ham, cheese	\$2.69
<i>Chicken Sandwiches</i>	7-Eleven	Tyson	\$1.99
<i>Hamburgers</i>	7-Eleven	1/2lb	\$1.99
<i>Chicken Tenders</i>	7-Eleven	1/4lb	\$1.69
<i>Pizza</i>	7-Eleven	1/8 slice of Large Pizza	\$1.49
<b>Hot Beverages</b>			
<i>Coffee</i>	7-Eleven	Small	\$1.59
		Medium-16oz	\$1.69
		Large	\$1.79
		Extra Large	\$1.89
<i>Tea</i>	Bigelow	Same as Coffee	Same as Coffee
<b>Fountain Drinks</b>			
<i>Dispensed Soft Drinks</i>	Coke, Pepsi, Sprlte, Orange, Gatorade	Big Gulp 32oz, Super Big Gulp 44oz	\$1.19 - 1.89
<b>Slurpee</b>			
<i>Semi Frozen</i>	Slurpee	Medium-16oz, Large 24oz	\$1.29 - 2.09
<b>Iced Coffee</b>			
	Regular and French Vanilla	Medium-16oz, Large 24oz	\$1.49 - 2.39
<b>Water</b>			
<i>Still water</i>	Dasani, Smartwater	.5L, 1L, 1.5L	\$1.39 - 2.89
	7-Eleven	.5L, 1L, 1.5L	\$1.09 - 2.69
<i>Carbonated</i>	Perrier	.5L	\$1.79
<b>Soda</b>			
<i>Branded Soda</i>	Pepsi, Coke, Sprite, Fanta, Diet	20oz, 1L	\$1.89 - 2.39
<i>Other Soda</i>	7-Select	1L	\$1.69
<b>Specialty</b>			
<i>Energy Drinks</i>	Red Bull, Monster	8.4oz-16oz	\$2.39 - 4.29
<i>Iced Bottled Coffee</i>	Seattle's Best Coffee	9.5oz-13.7oz	\$2.49 - 2.79
<b>Juices/Healthy</b>			

<i>Nutritional Drinks</i>	SoBe, Naked, Tropicana, V-8	12oz-18oz	\$1.89 - 3.49
<i>Juice</i>	Tropicana, V-8	12oz-18oz	\$1.89 - 3.50
<b>Category</b>	<b>Brand Name</b>	<b>Description/Size</b>	<b>Retail price</b>
<b>Milk/Yogurt</b>			
<i>Milk</i>	Nestle, Oak Farm	16oz-pint	\$1.79-1.99
<i>Yogurt</i>	Yoplait	6oz	\$1.79
<b>Ice Cream</b>			
<i>Ice Cream-Pints</i>	Haagen Dazs, Ben & Jerry	Half Pint	from \$3.99
<i>Ice Cream-Bars</i>	Haagen Dazs, Ben & Jerry	3oz-3.65oz	from \$3.99
	7-Select	3oz	\$1.29 - 2.49
<b>Travel Needs</b>			
<i>Travel Accessories</i>	Travel Club	Adaptors/Luggage tags/Locks/etc.	\$1.69 - 29.99
	Cloudz	Neck Pillows/Eye Shade/Umbrella	\$1.69 - 29.99
	Foster Grants	Sunglasses/Readers	from \$12.99
<i>Travel Electronics</i>	Maxwell/Fuji/Energizer	Ear buds/Cameras/Batteries	\$5.99-99.99
<i>OTC Pharma</i>	Advil/Tylenol/Tums/Pepto/Benadryl	2-Tab & 4 Tab w and without cup	\$.99 - 12.49
<i>Health &amp; Beauty</i>	Degree/Chap Stick/Crest/Purell	.15oz-5oz	\$.99 - 12.49
<i>Phone Cards</i>	Various	Cards for varying minutes	by minutes
<b>Tobacco</b>			
<i>Cigarettes</i>	Marlboro, Camel, Newport, etc	Packs	\$3.79 - 5.49
<i>Smokeless</i>	Skoal, Snus	Tins	from \$3.99
<b>Gift</b>			
<i>Decorative Gifts</i>	Lazart	Bookmarks/Candles	from \$12.99
<i>Jewelry</i>	Southwest Jewelry	Silver Earrings/Necklaces/Bracelets	from \$9.99
<i>Toys</i>	American Airlines	Die Cast & Pull Back Planes	\$5.99 - 12.99
	Aurora/Ty	Plush, battery-operated toys, balls	\$3.99 - 19.99
<i>Themed Souvenirs</i>	Chicago	Keychains, magnets, totes, mugs, plush toys	from \$3.99
<i>Make-up</i>	Simply Me Beauty	Mascara, eye, blush, lipstick	Less than \$5.00



**EXHIBIT 6**

**FORM OF LETTER OF CREDIT**

SAMPLE FORM OF LETTER OF CREDIT

*Issuing Bank Letterhead*  
(must be a bank located in the Chicago metropolitan area)

Irrevocable Standby Letter of Credit

Letter of Credit No. \_\_\_\_\_

Date: \_\_\_\_\_, 20

Chicago Department of Aviation  
Chicago's O'Hare International Airport  
P.O. Box 66142  
Chicago, Illinois 60666

Attention: Commissioner

1. We hereby open in your favor, at the request and for the account of this irrevocable standby letter of credit in an aggregate amount not to exceed \$ \_\_\_\_\_ Dollars ("Stated Amount"), to be available for payment of your drafts drawn at sight on us signed by the Commissioner of the Chicago Department of Aviation, or her designee.

Your sight drafts must be accompanied by a written certificate, in the form of Exhibit A attached hereto (the "Certificate") signed and completed by you.

2. Partial and multiple drawings are permitted hereunder.
3. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this Letter of Credit is referred to, or to which this Letter of Credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement. The Account Party is not the owner or beneficiary under this Letter of Credit and possesses no interest whatsoever in this Letter of Credit or its proceeds. Further, this Letter of Credit shall not be affected by any bankruptcy or other insolvency proceeding initiated by or against the Account Party.

This credit shall expire on \_\_\_\_\_, 20\_\_\_\_, unless extended as provided herein.

4. It is a condition of this credit that it will be automatically extended without amendment for an additional period of twelve (12) months from the present and each future expiry date, unless, not less than ninety (90) days prior to the then relevant expiry date, we notify you and Corporate Counsel of the City by registered mail, return receipt requested, that we elect not to extend this credit for any additional period. Upon receipt of such a notification you may draw your sight draft on us prior to the then-relevant expiration date for the unused balance of this credit, which shall be accompanied by your signed written statement that you received notification of our election



not to extend.

Drafts must be marked "Drawn under irrevocable Standby Letter of Credit No. \_\_\_\_\_."

5. We hereby agree to honor each draft drawn under and in compliance with the terms of this credit if duly presented at our offices on or before the close of business on the expiry date.
6. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by reference to any document, instrument or agreement referred to herein and any such reference shall not be deemed to incorporate herein by reference any document, instrument or agreement.
7. This Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce Publication No. 500, 1993 revision, ("IUCP") and to the Uniform Commercial Code - Letters of Credit, as adopted in Illinois, 810 ILCS 5 -101 et seq. as amended ("UCC"). To the extent that the provisions of the IUCP and UCC conflict, the provisions of the UCC shall govern.
8. We hereby undertake that a draft drawn in conformity with the terms of this Letter of Credit will be duly honored on presentation.

By:

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

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

THIS IS AN INTEGRAL PART OF STANDBY LETTER OF CREDIT  
NO. \_\_\_\_\_

EXHIBIT A

CERTIFICATE FOR DRAWING

The undersigned, the Commissioner of the Chicago Department of Aviation, represents, warrants and certifies to \_\_\_\_\_ (the "Bank") with reference to Letter of Credit No. \_\_\_\_\_ issued by the Bank in favor of the City of Chicago (the "Beneficiary") that:

1. A breach of the Lease and License Agreement ("Agreement") dated as of \_\_\_\_\_, 20\_\_\_\_, as amended, modified or supplemented, between the City of Chicago ("City") and \_\_\_\_\_, an \_\_\_\_\_, has occurred, or a replacement Letter of Credit in a form and substance satisfactory to the City Comptroller has not been issued to the City by a Financial Institution meeting the requirements set forth in the Agreement. As a result, the City is making demand under the Letter of Credit to pay \_\_\_\_\_ dollars (\$\_\_\_\_\_) on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

2. Payment of the draft shall be made by bank wire paid to our account as per our wire instructions below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Name of Bank)  
\_\_\_\_\_ (City & State)  
\_\_\_\_\_ (ABA No.)  
\_\_\_\_\_ (Account Name)  
\_\_\_\_\_ (Account No.)  
\_\_\_\_\_ (Reference No., if any)

3. All defined terms used but not defined herein shall have the meaning assigned hereto in the Letter of Credit.

In witness hereof, the City has executed this certificate as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF CHICAGO

BY: \_\_\_\_\_  
Its: Commissioner of Aviation

**EXHIBIT 7**

**INSURANCE REQUIREMENTS**

**INSURANCE REQUIREMENTS**  
**Chicago Department of Aviation**  
**Concessionaires Agreement**

**A. INSURANCE REQUIRED**

Tenant must provide and maintain at Tenant's own expense, during the term of the Agreement and during the time period following expiration if Tenant 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.

Tenant 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 liability and completed operations, independent contractors, host liquor liability (if applicable), separation of insureds, defense, medical payments, 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 Tenant'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 Tenant's acts or omissions, whether such liability is attributable to the Tenant 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. Tenant's liability insurance must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

Tenant 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 Tenant 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.

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

4) Excess/Umbrella – (If Airside Access)

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.

Tenant 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) Property

Tenant must maintain All-Risk property insurance for the Leased Space including Improvements and betterments, in the amount of their full replacement cost. Coverage extension must include Business Income and extra expense. The City is to be named as an additional insured and as a loss payee, as its interest may appear. Tenant is also responsible for all loss or damage to its personal property including equipment, fixtures, and contents.

6) Liquor Liability

When applicable, Tenant must maintain Liquor Liability Insurance with limits of not less than \$1,000,000 per occurrence, combined single limit. The City of Chicago is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly from this Agreement or Tenant's operations under this Agreement.

**B. INSURANCE REQUIRED BY CONTRACTORS (When Applicable)**

Contractor must provide and maintain at Contractor's own expense, until Contract completion and during the time period following final completion if Contractor is required to return and perform any additional work, services, or operations, the insurance coverages and requirements specified below, insuring all work, services, or operations related to the Contract.

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

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide 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.

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

- 2) Commercial General Liability (Primary and Umbrella)  
Commercial General Liability Insurance or equivalent must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury, personal injury, and property damage liability. Coverages must include, but not be limited to, the following: All premises and operations, products liability and completed operations (for minimum of 2 years following project completion), explosion, collapse, underground hazards, separation of insureds, defense, contractual liability (not to include endorsement CG 21 39 or equivalent), no exclusion for damage to work performed by Subcontractors, any limitation of coverage for designated premises or project is not permitted (not to include endorsement CG 21 44 or equivalent), and any endorsement modifying or deleting the exception to the Employer's Liability exclusion is not permitted. If a general aggregate limit applies, the general aggregate must apply per project/location and once per policy period; or Contractor may obtain separate insurance to provide the required limits which will not be subject to depletion because of claims arising out of any other work or activity of Contractor. If a general aggregate applies to products/completed operations, the general aggregate limits must apply per project and once per policy period.

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

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

- 3) Automobile Liability (Primary and Umbrella)  
Contractor must maintain Automobile Liability Insurance with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater, for bodily injury and property damage. Coverages must include, but not be limited to, the following: ownership, maintenance, or use of any auto whether owned, leased, non-owned or hired used in the performance of the work or devices, both on and off the Project site including loading and unloading. If applicable, coverage extension must include an MCS-90 endorsement where required by the Motor Carrier Act of 1980. The City and other entities required by City are to be named as additional insureds on a primary, non-contributory basis.

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

- 4) Excess/Umbrella – If Airside Access Applicable  
Excess/Umbrella Liability Insurance must be maintained with limits of not less than \$5,000,000 per occurrence, or the full per occurrence limits of the policy, whichever is greater. The policy/policies must provide the same coverages/follow form as the underlying Commercial General Liability, Automobile Liability, Employers Liability and

Completed Operations coverage required herein and expressly provide that the excess or umbrella policy/policies will drop down over reduced and/or exhausted aggregate limit, if any, of the underlying insurance. If a general aggregate limit applies, the general aggregate must apply per project/location. The Excess/Umbrella policy/policies must be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

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

5) Builders Risk

When Contractor undertakes any construction, including improvements, betterments, and/or repairs, Contractor must provide or cause to be provided, All Risk Builders Risk Insurance at replacement cost for materials, supplies, equipment, machinery and fixtures that are or will be part of the permanent facility/project. The City is to be named as an additional insured and loss payee.

Contractor is responsible for all loss or damage to personal property (including but not limited to materials, equipment, tools and supplies) owned, rented, or used by Contractor

6) Professional Liability

When any architects, engineers, construction managers or other professional consultants perform work, services, or operations in connection with this Agreement, Professional Liability Insurance covering acts, errors, or omissions must be maintained with limits of not less than \$1,000,000. Coverage must include, but not limited to, pollution liability if environmental site assessments will be done. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, start of work on the Agreement. A claims-made policy which is not renewed or replaced must have an extended reporting period of two (2) years.

7) Contractors Pollution Liability

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

### C. **ADDITIONAL REQUIREMENTS**

Evidence of Insurance. Tenant and/or Contractor must furnish the City of Chicago, Department of Aviation, 10510 West Zemke Road, 60666, and Department of Aviation Concessions; O'Hare International Airport P. O. Box 66142, Terminal 2, Upper Level, Concessions, 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. Tenant and/or Contractor must submit evidence of insurance prior to execution of Agreement. The receipt of any certificate does not constitute Agreement by the City that the insurance requirements in the Agreement have been fully met or

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

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

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

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

Waiver of Subrogation. Tenant and/or Contractor hereby waives its rights and its insurer(s)' rights of subrogation 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. Tenant and/or Contractor agree 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 Tenant and/or Contractor's insurer(s).

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

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

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

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

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



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

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

Insurance required of Subcontractors. Tenant and/or Contractor must name Subcontractor(s) as a named insured(s) under Tenant and/or Contractor's insurance or Tenant and/or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance with coverage at least as broad as in outlined in Section A, Insurance Required. The limits of coverage will be determined by Tenant and/or Contractor but not be less than \$5,000,000 per occurrence for access to airside and \$2,000,000 per occurrence for access to landside. Tenant and/or Contractor must determine if Subcontractor(s) must also provide any additional coverage or other coverage outlined in Section A, Insurance Required. Tenant and/or Contractor is responsible for ensuring that each Subcontractor has named the City as an additional insured where required and name the City as an additional insured under the Commercial General Liability on ISO form CG 2010 10 01 and CG 2037 10 01 for ongoing operation and completed operations or on an endorsement form at least as broad and acceptable to the City. Tenant and/or Contractor is also responsible for ensuring that each Subcontractor has complied with the required coverage and terms and conditions outlined in this Section B, Additional Requirements. When requested by the City, Tenant and/or Contractor must provide to the City certificates of insurance and additional insured endorsements or other evidence of insurance. The City reserves the right to obtain complete, certified copies of any required insurance policies at any time. Failure of the Subcontractors to comply with required coverage and terms and conditions outlined herein will not limit Tenant and/or Contractor's liability or responsibility.

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

**EXHIBIT 8**

**ACDBE SPECIAL CONDITIONS AND RELATED FORMS**

City of Chicago Department of Aviation

**Special Conditions Regarding  
Airport Concessions Disadvantaged Business Enterprise (ACDBE) Commitment**

**I. POLICY AND PROGRAM**

It is the policy of the City of Chicago (“City”) not to discriminate on the basis of race, color, sex or national origin in the award or performance of airport concession agreements. Because the City is a recipient of Airport Improvement Program funds from the Federal Aviation Administration (“FAA”), the concessions at the City’s airports are subject to 49 CFR Part 23, Participation of Disadvantaged Business Enterprise in Airport Concessions (“Part 23”). The City will not, directly or indirectly, through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or impeding the accomplishment of the objectives of Part 23. Compliance with Part 23 requirements will not diminish or supplant the Concessionaire’s obligations to comply with nondiscrimination laws as required elsewhere in the Agreement. In the event of a conflict between the provisions of these Special Conditions and the requirements of Part 23, the requirements of Part 23 shall prevail. Part 23 is available on-line at [www.access.gpo.gov/nara/cfr/waisidx\\_06/49cfr23\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/49cfr23_06.html).

It is further the policy of the City, in accordance with the requirements of Part 23, that Airport Concession Disadvantaged Business Enterprises (“ACDBEs”) have the maximum opportunity to participate fully in the City’s airport concession program. As used throughout these Special Conditions, the term “ACDBE” means an entity that has been certified as such under the Illinois Unified Certification Program (“UCP”). If a firm is not certified by the Illinois UCP as an ACDBE in accordance with the standards in Part 23, the firm’s participation is not counted for Part 23 purposes. ACDBEs certified by other jurisdictions are not considered certified ACDBEs for purposes of this Agreement and will not be counted as such unless they have also been certified by the Illinois UCP.

In accordance with Part 23, Subparts B and D, the City submitted an ACDBE Program and ACDBE Goal for approval by the FAA. The FAA-approved ACDBE Program and ACDBE Goal are available upon request. In the event of any amendments or revisions to Part 23 (or any related or superseding regulations), these Special Conditions shall be subject to such revised regulations and any City-promulgated program, regulations, or goals established thereunder. Upon request by the City, this Agreement shall be amended to replace these Special Conditions with revised Special Conditions that reflect the then-current federal regulations, if necessary.

The following assurances are required to be included in the Agreement by 49 CFR §23.9(c). Concessionaire is deemed to be the “concessionaire or contractor” referenced.

1. This agreement is subject to the requirements of the U.S. Department of Transportation’s regulations, 49 CFR Part 23. The concessionaire or contractor agrees that it will not discriminate against any business owner because of the owner’s race, color, national origin or sex in

connection with the award or performance of any concession agreement, management contract, or subcontract, purchase order or other agreement covered by 49 CFR Part 23.

2. The concessionaire or contractor agrees to include the above statements in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

## II. PROGRAM GOALS

The City has established, and the Federal Aviation Administration has approved, aspirational goals for ACDBE participation in its airport concessions program as required by Part 23, Subpart D. Generally, ACDBE participation in airport concessions is measured as a percentage of annual gross receipts earned by the concessions. Details on counting ACDBE participation are found in 49 CFR §§ 23.53 (rental car concessions) and 23.55 (non-rental car concessions) and described further below.

The below aspirational goals are for the City's concessions program as a whole. With respect to this Agreement, the City may or may not have established a contract-specific ACDBE aspirational goal at the time that the City issued the Request for Proposals for the concession ("RFP"). If the RFP included a contract-specific goal, Tenant's proposal either included participation by ACDBE(s) that met or exceeded the contract-specific goal or Concessionaire demonstrated "good faith efforts" to meet that contract-specific goal but was unable to do so. Guidance on "good faith efforts" can be found in Appendix A to 49 C.F.R. Part 26. Appendix A as it appears on the date of the Agreement is incorporated in Section VI.A. of these Special Conditions, but Concessionaire is responsible for compliance with federal regulations as they may be amended from time to time.

### A. All Concessions Except Rental Cars.

*O'Hare International Airport:* The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is **30%**. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 7% and a race-conscious goal of 23%.

*Midway International Airport:* The City has determined that the appropriate aspirational goal for ACDBE participation in non-rental car concessions is **37%**. Historical data regarding ACDBE participation at the City's airports indicates that this aspirational goal should consist of a race-neutral goal of 5.5% and a race-conscious goal of 31.5%.

B. Rental Car Concessions. Due to the lack of ACDBE rental car companies, the national or regional nature of rental car industry procurement practices and a general lack of reliable historical data, the City has determined that the aspirational goal for ACDBE participation in rental car concessions at both airports is **2.4%**. Nevertheless, rental car

concessionaires are encouraged to use all reasonable efforts to maximize procurement of goods and services from ACDBEs that may be certified in the Illinois UCP or the UCPs of other states.

In 2012, the Rent-A-Car Concessions Voluntary M/W/DBE Program ("RAC Program") was approved by City Council of Chicago, Illinois, as part of an amendment to the rental car concession license agreements at Chicago O'Hare and Midway International Airports. (*Coun. J. 12-12-2012, p. 43891.*) As part of the program, the on-airport rental car companies ("RACs") will use good faith efforts to expand contracting opportunities for businesses owned by minorities, women and/or disadvantaged persons in connection with "non-fleet expenditures" attributable to the On-Airport RAC's operations at the Airports. The RACs agree that for fiscal year 2017 and thereafter, the goal of their outreach efforts will be to achieve, at a minimum, 30% of non-fleet expenditures with businesses owned by M/W/DBEs that are either certified or not certified but are owned by minority, women and/or disadvantaged persons.

### **III. CONCESSIONAIRE'S ACDBE COMMITMENT**

#### **A. INITIAL ACDBE COMMITMENT**

The extent and nature of the ACDBE participation commitment by Concessionaire is documented in Schedules B, C and/or D attached to these Special Conditions ("ACDBE Commitment"). As used these Special Conditions and in Schedules B, C and D, "Concessionaire" means the entity with whom the City has entered into a concession agreement, whether that entity is referred to in that agreement as "Tenant," "Licensee" or other term.

The total ACDBE Commitment, stated as a percentage of the concessions gross revenues, must equal or exceed the percentage ACDBE participation required in the Agreement. If the Agreement indicates that there is no ACDBE participation requirement, it will be conclusive evidence that either (a) the RFP contained no contract-specific goal and Concessionaire did not propose any ACDBE participation or (b) the Concessionaire demonstrated, to the satisfaction of the City, that it exerted good faith efforts to obtain ACDBE participation to meet a contract-specific goal but was unable to obtain such participation. In either such event, there will be no Schedule B, C or D attached to these Special Conditions.

If there is ACDBE participation in the form of a joint venture member, the attached Schedule B sets forth the essential terms of that joint venture participation, including a representation as to the value of the ACDBE's activities in operating the concession as a percentage of gross revenues, and a copy of the joint venture agreement is attached to Schedule B. If there is ACDBE participation in the form of ACDBE(s) acting as sublicensee(s), subtenant(s) or subcontractor(s), it is documented in Schedules C and D. Schedule(s) C is the commitment by the ACDBE(s) to participate by providing the goods or services indicated, and Schedule D is the commitment by the non-ACDBE to such participation by the ACDBE(s).

## B. CHANGES IN ACDBE PARTICIPATION

Pursuant to 49 CFR 23.25 and 49 CFR 26.53, Concessionaire must not make arbitrary changes to its ACDBE Commitment. Further, after entering into a joint venture agreement, sublicense or subcontract (collectively, "ACDBE agreement") with each approved ACDBE, Concessionaire must not terminate the ACDBE agreement, reduce the scope of the ACDBE's participation in the concession, nor decrease the compensation to the ACDBE, as applicable, without in each instance receiving the prior written consent of the City. The City will not consent unless Concessionaire shows good cause. Concessionaire must promptly notify the Commissioner of any proposed change in an ACDBE agreement and submit a copy of the proposed amendment to the ACDBE agreement. Prior to requesting consent from the City to terminate or substitute an ACDBE, Concessionaire must give notice to the ACDBE, with a copy to the City, providing the ACDBE an opportunity to respond.

In any event, the collective participation of the previously approved ACDBE(s) must either continue to contribute to the concession at least the value of the ACDBE Commitment, as stated in terms of a percentage of gross revenues, or substitute or additional ACDBE(s) must be retained by Concessionaire pursuant to (D) below to maintain the ACDBE Commitment, except as provided in (C) below. Failure to comply with the ACDBE Commitment is an event of default under the Agreement. If the proposed change in ACDBE participation is approved by the City, Concessionaire and ACDBE(s) must complete revised Schedules B, C or D, as applicable.

These notice and consent requirements apply both pre- and post- award of the Agreement. Note that changes to a joint venture Concessionaire prior to award may result in rejection of the proposal if the City determines, in the sole discretion of the Commissioner, that those changes affect Concessionaire's qualifications.

## C. INVOLUNTARY CHANGES IN ACDBE PARTICIPATION

In the event that it appears that Concessionaire will not comply with its ACDBE Commitment because: (i) an ACDBE has defaulted in its performance under the ACDBE agreement through no fault of Concessionaire, (ii) an ACDBE is decertified by the Illinois UCP through no fault of Concessionaire and the ACDBE's participation can no longer be counted, (iii) the ACDBE's certified area of specialty has been changed through no fault of Concessionaire and the ACDBE's participation can no longer be counted, or (iv) an ACDBE is otherwise unable or unwilling to perform its obligations through no fault of Concessionaire, then Concessionaire must promptly notify the ACDBE with a copy to the City, of its intent to terminate or substitute the ACDBE's participation and provide the ACDBE with a minimum of five days to respond, unless the City grants permission for a shorter response period as a matter of public necessity (i.e. safety). Concessionaire requests to the City for permission to terminate or substitute an ACDBE must specify one or more of the foregoing reasons as the cause for potential non-compliance with the ACDBE Commitment. If the City concurs with the specified reason, Concessionaire shall use good faith efforts as described in Section VI below to replace the ACDBE's participation with participation by another ACDBE. As provided in Section VI, Concessionaire must demonstrate those good faith efforts to the satisfaction of the

Commissioner. Failure to comply with the foregoing shall be an event of default under the Agreement.

Concessionaire's position in these cases must be fully explained and supported with adequate documentation. Stated reasons which will NOT be acceptable include: A replacement firm has been recruited to perform the same function under terms more advantageous to the Concessionaire; issues about performance by the committed ACDBE were disputed (unless every reasonable effort has already been taken to have the issues resolved or mediated satisfactorily); and an ACDBE has requested reasonable price escalation which may be justified due to unforeseen circumstances.

**D. ACDBE SUBSTITUTION AND ADDITIONAL ACDBES**

If Concessionaire identifies a substitute, replacement or additional ACDBE for the City's approval, Concessionaire's request for approval shall include the name, address, and principal official of the proposed ACDBE; the nature and essential terms of the ACDBE agreement under which the ACDBE will participate; and a letter of intent signed by Concessionaire and the ACDBE to enter into such an ACDBE agreement upon approval by the City. Concessionaire must provide such other affidavits and documents as the City may request to evaluate the request. The City will evaluate and respond to the submitted documentation within fifteen working days after the submittal of a complete request. The response may be in the form of approving the request, requiring more information, or requiring an interview.

Actual use of a substitute, replacement or additional ACDBE should not be made by Concessionaire before City approval is given. An ACDBE agreement between Concessionaire and the ACDBE must be executed within the time specified by the City, and a fully executed copy of the ACDBE agreement must be submitted immediately to the City.

**E. AGREEMENT EXTENSIONS, ASSIGNMENTS AND SUBLEASES**

If the Agreement contains a term extension or if the Concessionaire proposes an assignment or sublease of the Agreement, as a condition precedent to the City's consent to such extension, assignment or sublease, the City and Concessionaire will revisit and possibly adjust the Concessionaire's ACDBE Commitment to reflect any possible change in ACDBE availability and to ensure compliance with Part 23 as it may have been amended in the interim. Concessionaire will be required to provide amended Schedules D, B, or C, along with amended ACDBE agreements, to reflect any required changes to the ACDBE Commitment or provide documentation of good faith efforts to achieve increased ACDBE participation.

**IV. COUNTING ACDBE PARTICIPATION**

**A. CONCESSIONS OTHER THAN RENTAL CAR**

In order for participation in the concession to be counted and reported to the FAA, ACDBEs must perform a commercially useful function, as defined in 49 CFR § 23.55(a). The work performed or gross receipts earned by a firm after its ACDBE eligibility has been removed are

not counted, except as provided in 49 CFR § 23.55(j). Costs incurred in connection with the renovation, repair, or construction of a concession facility (sometimes referred to as the “buildout”) are not counted (but may be subject to goals for M/WBE or other types of participation under a local program as specified by the City). Otherwise, ACDBE participation in non-rental car concessions is counted in accordance with 49 CFR § 23.55 as follows:

1. *Concessionaire is an ACDBE.* When Concessionaire is an ACDBE or a joint venture consisting only of ACDBEs, the gross receipts earned by Concessionaire are counted. Gross receipts attributable to a non-ACDBE sublicensee of Concessionaire are not counted.
2. *Separate locations.* When an ACDBE performs as a sublicensee to Concessionaire with its own concession location or when Concessionaire is a joint venture which includes a non-ACDBE and in which an ACDBE operates its own separate location, the gross receipts earned by the ACDBE at its separate location are counted. The ACDBE location must be independently operated by the ACDBE as evidenced by the ACDBE’s responsibility for all aspects of the management and operation of the location. Gross receipts attributable to a non-ACDBE sublicensee of the ACDBE are not counted.
3. *Joint venture, no separate locations.* When Concessionaire is a joint venture with an ACDBE participant and the ACDBE jointly participates with a non-ACDBE in the operation of all locations, only the portion of the Concessionaire’s gross receipts attributable to the distinct, clearly defined portion of the work of the concession that the ACDBE performs with its own forces is counted. When the City has reason to doubt the extent of an ACDBE joint venturer’s commercially useful contribution towards the concessionaire’s gross receipts, the City may require Concessionaire to submit evidence to substantiate the value of the ACDBE’s contribution. If the Concessionaire fails to submit satisfactory evidence, it is an event of default under the Agreement.
4. *Subcontractor participation.* When an ACDBE provides, as a subcontractor to Concessionaire, goods or services for operation of the concession, the amounts paid to the ACDBE are counted as provided below. However, if the ACDBE enters into a subcontract with a non-ACDBE to provide the goods or services, the amounts paid to the non-ACDBE are not counted.
  - a. The entire amount of fees or commissions charged by an ACDBE firm for a bona fide service, provided that the City determines this amount to be reasonable and not excessive as compared with fees customarily paid for similar services. Such services may include, but are not limited to, professional, technical, consultant, legal, security systems, advertising, building cleaning and maintenance, computer programming, or managerial.
  - b. The entire amount of the cost of goods obtained from an ACDBE manufacturer, as provided in 49 CFR § 23.55(f).
  - c. The entire amount of the cost of goods purchased or leased from a ACDBE regular dealer, as provided in 49 CFR § 23.55(g).
  - d. For goods purchased from an ACDBE which is neither a manufacturer nor a



regular dealer, the amount of reasonable fees, commissions, or delivery charges earned by the ACDBE, as provided in 49 CFR § 23.55(h).

**B. RENTAL CAR CONCESSIONS**

If Concessionaire is a rental car company, ACDBE participation counts in accordance with the provisions of 49 CFR §23.53. Goods and services will be counted in accordance with the following:

1. The entire amount of the cost charged by an ACDBE for repairing vehicles, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services; and further provided that any portion of a fee paid by a manufacturer to an ACDBE car dealership for reimbursement of work performed under the manufacturer's warranty is excluded;
2. The entire amount of the fee or commission charged by an ACDBE to manage a car rental concession under an agreement with the Concessionaire, provided that it is reasonable and not excessive as compared with fees customarily allowed for similar services.
3. For other goods and services, ACDBE participation counts as provided in 49 CFR §26.55 and §23.55. In the event of any conflict between these two sections, §23.55 controls.
4. If a rental car company has a national or regional contract with an ACDBE, it may count a pro-rated share of the amount of that contract toward the goals of each airport covered by the contract as provided in §23.55(f).

Rental car companies may also count ACDBE direct participation through direct ownership arrangements, but such arrangements are not required.

**V. CERTIFICATION, RECORDS, REPORTS AND MONITORING**

**A. CERTIFICATION**

Copies of letters of certification from a member of the Illinois UCP for each ACDBE that is part of Concessionaire's ACDBE Commitment are attached to their respective Schedule C or Schedule B. All letters of certification issued by the City of Chicago include a statement of the ACDBE firm's area of specialization.

Each ACDBE must promptly notify Concessionaire if there is any change in the ACDBE's certification status. Concessionaire, in turn, must notify Commissioner of any change in an ACDBE's certification status and provide a copy of any correspondence from the certifying agency regarding the status of an ACDBE's certification.

The ACDBE's scope of work, as detailed by Schedule B, C or D, must conform to its stated area of specialization. If, during the course of this Agreement, Concessionaire proposes to amend Schedules B, C or D so that an ACDBE performs additional work or supplies additional goods, materials or services not covered by its area of certification, the ACDBE must request an

extension of its certification for such work, goods, materials or services in order to count toward the ACDBE's participation in the concession. The request to expand the scope of the ACDBE's certification, together with all documentation required by the City to process that request, must be received by the City at least 60 days in advance of the proposed date to perform such additional work or supply such additional goods, materials or services.

**B. RECORDKEEPING**

The Concessionaire must maintain records of all relevant data with respect to the utilization of ACDBEs, retaining these records for a period of at least three years after termination or expiration of the Agreement. Concessionaire grants full access to these records to the City of Chicago, Federal or State authorities, the U.S. Department of Justice, or their duly authorized representatives.

**C. REPORTING**

Concessionaire must file ACDBE utilization reports (monthly if non-rental car and quarterly if rental car), together with its concession license fee payment, delineating for the month or quarter, as applicable, and cumulatively for the year-to-date: (i) contribution by ACDBE joint venture member(s) or sublicensee(s) to Concessionaire's gross receipts and (ii) payments to ACDBE subcontractor(s). Each ACDBE utilization report must be signed by an authorized officer or representative of the Concessionaire and be notarized.

**D. MONITORING**

The City will, from time to time during the term of the Agreement, conduct investigations and interviews to monitor and verify that ACDBE participation in the concession meets or exceeds the ACDBE Commitment. Concessionaire must give, upon request, earnest and prompt cooperation to the City in submitting to inspections and interviews, in allowing entry to places of business, in providing further documentation, and in requiring the cooperation of its ACDBEs.

If the City determines that an ACDBE's actual role or responsibilities do not comply with the representations made by Concessionaire and the ACDBE in Schedules B, C or D, or that Concessionaire and/or ACDBE have misrepresented to the City either the payments to the ACDBE or the value of the ACDBE's participation in a joint venture, it shall be an event of default under the Agreement.

**VI. GOOD FAITH EFFORTS**

**A. EXAMPLES**

Examples of "good faith efforts" are described below and in 49 CFR § 23.25, 49 CFR §26.53, and Appendix A to 49 CFR Part 26. As provided in § 23.25, §26.53 and Appendix A to 49 C.F.R. Part 26, the following are examples of documented actions that the City may take into consideration in determining whether Concessionaire made good faith efforts:

1. Soliciting through all reasonable and available means (e.g., advertising and/or written

notices) the interest of all certified ACDBEs who have the capability to perform work or services or to supply goods relevant to the concession. Concessionaire must solicit this interest within sufficient time to allow the ACDBEs to respond to the solicitation. Concessionaire must determine with certainty if the ACDBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Soliciting the work, services or goods in portions that increase the likelihood that an ACDBE can perform the work or services or provide the goods. This includes, when appropriate, breaking out contract items into economically feasible units to facilitate ACDBE participation, even when the concessionaire might otherwise prefer to perform these work items with its own forces.
3. Providing interested ACDBEs with adequate information about the operations, management and requirements of the concession in a timely manner to assist them in responding to a solicitation.
4. Negotiating in good faith with interested ACDBEs. Evidence of such negotiation includes the names, addresses and telephone numbers of ACDBEs that were considered; a description of the information provided regarding the opportunities selected for possible ACDBE participation; and evidence as to why agreement could not be reached for ACDBEs to perform the work.
5. NOTE: A concessionaire using good business judgment would consider a number of factors in negotiating with potential business partners or subcontractors, including ACDBEs, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using ACDBEs is not in itself sufficient reason for a failure to meet the ACDBE Commitment, as long as such costs are reasonable. Concessionaires are not, however, required to accept higher quotes from ACDBEs if the price difference in comparison to non-ACDBEs is excessive or unreasonable.
6. Not rejecting ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The ACDBE's standing within its industry, membership in specific groups, organization or associations and political or social affiliation (for example union vs. non-union employee status) are not legitimate causes for rejection.
7. Making efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance as required by the City or Concessionaire.
8. Making efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
9. Effectively using the services of available minority/women community organizations and contractors' groups; local, state and federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of ACDBEs.

B. DOCUMENTATION

Whenever Concessionaire is required to demonstrate good faith efforts by Part 23 or these Special Conditions, Concessionaire must provide supporting documentation to the satisfaction of the Commissioner. This means documentation to show that Concessionaire took all necessary and reasonable steps which by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain compliance, even if not fully successful. The following types of documentation, as applicable to the situation, will be considered by the City in determining whether Concessionaire has made good faith efforts:

1. A listing of all ACDBE firms that were contacted that includes:
  - a) names, address and telephone numbers of ACDBE firms contacted;
  - b) date and time of contact;
  - c) method of contact (written, telephone, transmittal of facsimile documents, etc.);
  - d) name of the person contacted.
2. Copies of letters or any other evidence of mailing that substantiates outreach to ACDBE vendors that include:
  - a) concession identification and location;
  - b) descriptions/classification/commodity of work, services or goods for which quotations were sought; and
  - c) date, time and location for submittal of bids or proposals.
3. Detailed statement which summarizes direct negotiations with appropriate ACDBE firms and indicates why negotiations were unsuccessful.
4. Affirmation that good faith efforts have been demonstrated by choosing opportunities likely to be performed by ACDBEs by not imposing any limiting conditions which were not mandatory for all potential bidders\proposers; or denying the benefits ordinarily conferred for the type of opportunity that was solicited.
5. Copies of proposed portions of the work, services or goods to be performed or provided by ACDBEs in order to increase the likelihood of ACDBE participation.
6. Evidence that Concessionaire negotiated in good faith with interested ACDBEs.
7. Evidence that Concessionaire did not reject ACDBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
8. Evidence that Concessionaire made efforts to assist interested ACDBEs in obtaining bonding, lines of credit or insurance, as required by the City or the concessionaire.
9. Evidence that Concessionaire made efforts to assist interested ACDBEs in obtaining necessary equipment, supplies, materials or related assistance or services.
10. Evidence that Concessionaire has provided timely notice of the opportunity to at least 50 percent of the applicable ACDBEs listed in the Illinois UCP Directory. The City may contact the ACDBEs identified by Concessionaire for verification of such notification.
11. Evidence that ACDBE participation is excessively costly. In order to establish that a

ACDBE's quote is excessively costly, Concessionaire must provide the following information:

- d) A detailed statement of the opportunity identified for ACDBE participation for which Concessionaire asserts the ACDBE quote(s) were excessively costly.
- e) A listing of all potential business partners or subcontractors contacted for a quotation on that opportunity.
- f) Prices quoted by all such potential business partners or subcontractors for that opportunity.
- g) Other documentation that demonstrates to the satisfaction of the City that the ACDBE quotes are excessively costly.

C. ADMINISTRATIVE RECONSIDERATION

1. For the purposes of this Agreement, the City has delegated the responsibility for making the determination regarding a Concessionaire's good faith efforts to the Department of Aviation. The determination shall be based upon the Department's review of the documentation that the Concessionaire has timely submitted. Within five days of being informed by the Department that Concessionaire has not documented sufficient good faith efforts, Concessionaire may request administrative reconsideration. The request must be made in writing to the following official:

City of Chicago  
Department of Aviation  
10510 West Zemke Road  
Chicago, Illinois 60666  
Attention: Commissioner

NOTE: The Commissioner may not have played any role in the original determination that the Concessionaire did not make or timely document sufficient good faith efforts. The Commissioner may appoint a reconsideration officer, who did not play any role in the original determination, to act in his or her stead.

with copies to:

City of Chicago  
Department of Procurement Services  
City Hall, Room 806  
121 N. LaSalle Street  
Chicago, Illinois 60602  
Attention: Chief Procurement Officer

City of Chicago  
Department of Aviation  
10510 West Zemke Road  
Chicago, Illinois 60666

Attention: Deputy Commissioner for Concessions

City of Chicago  
Department of Law  
30 North LaSalle Street, Room 1400  
Chicago, Illinois 60602  
Attention: Deputy Corporation Counsel, Aviation

2. As part of this reconsideration, the Concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it made adequate good faith efforts. The Concessionaire will have the opportunity to meet in person with the reconsideration officer to discuss whether it did so. The Department will send the Concessionaire a written decision on reconsideration, explaining the basis for finding that the Concessionaire did or did not make adequate good faith efforts.

## **VII. NON-COMPLIANCE AND DAMAGES**

### **A. NON-COMPLIANCE GENERALLY**

Concessionaire's failure to comply with these Special Conditions constitutes a material breach of the Agreement and entitles the City to declare an event of default. If Concessionaire fails to cure the default within the time allowed under the default provisions of the Agreement, the City may exercise those remedies provided for in the Agreement, at law or in equity, including termination of the Agreement. In addition to any remedies specified in the Agreement, at the City's option the term of this Agreement will become month-to-month until the City locates a new Concessionaire. At the City's option, any improvements added by Concessionaire must remain for the new tenant at no cost to the City or the new tenant.

### **B. NON-COMPLIANCE WITH ACDBE AGREEMENT**

If Concessionaire has not complied with the requirements of an ACDBE agreement, the affected ACDBE may seek to recover from Concessionaire damages suffered by the ACDBEs as a result of such non-compliance. Such disputes may impact the quality of concessions at the City's airports and/or the ability of other airport tenants to solicit ACDBE participation. Therefore, Concessionaire consents to have any disputes between Concessionaire and affected ACDBEs resolved by binding arbitration before an independent arbitrator other than the City, with reasonable expenses, including attorneys' fees, being recoverable by the prevailing party in accordance with any applicable regulations. This provision is intended for the benefit of all ACDBEs affected by Concessionaire's failure to comply with ACDBE agreements and grants ACDBEs specific third-party beneficiary rights. In cases deemed appropriate by the City, a dispute may lead to the withholding of sums that the City may owe Concessionaire until the City receives a copy of the final arbitration decision, but in no event will Concessionaire be excused from making any payments due to the City during the pendency of a dispute. Noncompliance or non-cooperation with the City may affect continued eligibility to enter into future contracting arrangements with the City.



**SCHEDULE B AFFIDAVIT OF ACDBE JOINT VENTURE  
IN AIRPORT CONCESSIONS**

This form is to be submitted if Tenant is a joint venture that is proposing ACDBE participation in the concession as a joint venture member. Add additional sheets if necessary. A copy of the joint venture agreement must be attached to this Schedule B, along with copies of the most recent certification letter for each ACDBE identified below. **The joint venture agreement must clearly state the following: 1) each joint venture member's roles and responsibilities in the management and day-to-day operations of the joint venture, 2) the capital contribution requirements for each joint venture member, and 3) the allocation of risks and liabilities between joint venture members.** [NOTE: The concession Agreement with the City will require joint venture members to be jointly and severally liable for obligations of the joint venture under the concession Agreement.] If Tenant is proposing to perform as a joint venture, the City will not execute a concession Agreement with the Tenant until the City has received and reviewed a signed joint venture agreement that complies with the Federal Aviation Administration's regulations, policies and guidance. No subsequent changes to the joint venture agreement will be allowed without prior notice to the City. Any changes in the joint venture agreement that impact the roles, rights and/or responsibilities of the ACDBE joint venture member will require the prior approval of the City.

Name of Tenant joint venture: \_\_\_\_\_

Description of Airport Concession (from title page of Request for Proposals):  
\_\_\_\_\_  
\_\_\_\_\_

Name, address and phone number of joint venture contact person:  
\_\_\_\_\_  
\_\_\_\_\_

**I. Identify Joint Venture Members**

<i>Firms participating in joint venture (use additional pages if necessary):</i>	
Name of firm:	_____
Address:	_____
Phone Number:	_____
Contact name/phone number:	_____
% ownership:	_____ %
ACDBE: yes / no	Certifying agency: _____
Date of Certification:	_____
Type of work for which certification was granted:	_____



*Firms participating in joint venture (use additional pages if necessary):*

Name of firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Contact name/phone number: \_\_\_\_\_  
 % ownership: \_\_\_\_\_ %  
 ACDBE: yes / no                      Certifying agency: \_\_\_\_\_  
 Date of Certification: \_\_\_\_\_  
 Type of work for which certification was granted:  
 \_\_\_\_\_

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Name of firm: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Contact name/phone number: \_\_\_\_\_  
 % ownership: \_\_\_\_\_ %  
 ACDBE: yes / no                      Certifying agency: \_\_\_\_\_  
 Date of Certification: \_\_\_\_\_  
 Type of work for which certification was granted:  
 \_\_\_\_\_

**II. Capital Investment**

Non-ACDBE initial capital contribution: \$ \_\_\_\_\_ , \_\_\_\_\_ %

ACDBE initial capital contribution: \$ \_\_\_\_\_ , \_\_\_\_\_ %

Source of funds for the ACDBE capital contribution: \_\_\_\_\_

Future capital contributions (explain requirements):  
 \_\_\_\_\_

**III. Joint Venture Agreement**

*For each of the following, cite the applicable provision of the joint venture agreement that addresses the question asked. Attach additional sheets if necessary.*

Describe the portion of the work or elements of the business controlled by the ACDBE:  
 \_\_\_\_\_

Describe the portion of the work or elements of the business controlled by the non-ACDBE:  
 \_\_\_\_\_

Describe the ACDBE's involvement in the overall management of the joint venture (e.g., participation on a management committee or managing board, voting rights, etc.):

Describe the ACDBE's share in the profits of the joint venture: \_\_\_\_\_

Describe the ACDBE's share in the risks of the joint venture: \_\_\_\_\_

Describe the roles and responsibilities of each joint venture participant with respect to managing the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant (s): \_\_\_\_\_

b. Non- ACDBE joint venture participant(s): \_\_\_\_\_

Describe the roles and responsibilities of each joint venture participant with respect to day-to-day operation of the joint venture (use additional sheets if necessary):

a. ACDBE joint venture participant(s): \_\_\_\_\_

b. Non- ACDBE joint venture participant(s): \_\_\_\_\_

**IV. Management Information**

Please provide information relating to the approximate number of management, administrative, support and non-management employees that will be required to operate the business and indicate whether they will be employees of the ACDBE, non-ACDBE or joint venture.

	Non-ACDBE Firm	ACDBE Firm	Joint Venture
Management			
Support			
Hourly Employees			

Please provide the name of the person(s) who will be responsible for hiring employees for the joint venture: \_\_\_\_\_

Who will they be employed by? \_\_\_\_\_

Which firm will be responsible for accounting functions relative to the joint venture's business?

Explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties (cite to applicable section(s) of joint venture agreement and use additional sheets if necessary):

List all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved:

**V. Employee Information**

Are any of the proposed joint venture employees currently employees of any of the joint venture partners? yes / no

*If yes, please attach a roster showing the number and positions and indicates which firm currently employs the individual(s).*

The undersigned covenants and agrees to provide the City with current, complete and accurate information regarding the actual performance by the ACDBE joint venture member in the concession=s management and operations, as required by the concession Agreement and/or upon request by the City. Any material misrepresentations in this Schedule B, in the attached joint venture agreement, or in any other information provided to the City by Tenant regarding ACDBE participation will be an event of default under the concession Agreement and will be grounds for initiating action under applicable federal and state laws and regulations.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE TENANT TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name and Title of Affiant - Print or type)

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

\_\_\_\_\_  
(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 above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

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

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

Seal

Commission expires: \_\_\_\_\_

**SCHEDULE C**

**Letter of Intent from ACDBE to Perform As Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant**

**[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B Affidavit of Joint Venture instead of Schedules C and D.]**

Name of Tenant:

\_\_\_\_\_

Description of Airport Concession (from title page of Request for Proposals):

\_\_\_\_\_

From: \_\_\_\_\_ (ACDBE)  
Name of ACDBE Firm

To: \_\_\_\_\_ and the City of Chicago:  
Name of Tenant

The ACDBE certification status of the undersigned is confirmed by the attached Letter of Certification from the City of Chicago dated \_\_\_\_\_ (or letter of certification from the Illinois Department of Transportation dated \_\_\_\_\_). This Schedule C and the Letter of Certification will be attached to Schedule D Commitment of Tenant to ACDBE Participation.

The undersigned is prepared to provide the following described services or supply the following described goods in connection with the above named airport concession:

Description of ACDBE Participation in concession	Description of compensation to be paid to ACDBE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Value of participation by ACDBE as percentage of projected concession gross revenues:

\_\_\_\_\_ %

[NOTE: If more space is needed to fully describe the ACDBE firms proposed role and/or compensation, attach additional sheets.]

**Schedule C: Letter of Intent from ACDBE**

**SUB-SUBCONTRACTING LEVELS**

\_\_\_\_% of the value of the ACDBE's participation will be sub-subcontracted to non-ACDBE contractors.

\_\_\_\_% of the value of the ACDBE's participation will be sub-subcontracted to ACDBE contractors.

**NOTES:**

- 1) IF ACDBE WILL NOT BE SUB-SUBCONTRACTING ANY OF THE PARTICIPATION DESCRIBED IN THIS SCHEDULE, A ZERO (0) MUST BE SHOWN IN EACH BLANK ABOVE.**
- 2) IF MORE THAN TEN PERCENT (10%) OF THE VALUE OF THE ACDBE'S PARTICIPATION WILL BE SUB-SUBCONTRACTED, A BRIEF EXPLANATION AND DESCRIPTION OF THE WORK TO BE SUB-SUBCONTRACTED MUST BE ATTACHED TO THIS SCHEDULE.**

The undersigned will enter into a formal written agreement for the above participation with Tenant, conditioned upon the City of Chicago selecting the Tenant as a concessionaire, approval of Tenant's ACDBE Participation Commitment referencing this Schedule C by the City of Chicago, and successful negotiation of a concession Agreement between Tenant and the City of Chicago.

\_\_\_\_\_  
(Signature of Owner, President, or Authorized Agent of ACDBE)

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone

**SCHEDULE D: Commitment by Tenant to Participation by  
Airport Concession Disadvantaged Business Enterprises (ACDBE's) as  
Sublicensee, Subcontractor, Supplier and/or Consultant to Tenant**

**[NOTE: If Tenant is proposing to count ACDBE participation pursuant to a joint venture of ACDBE firms and non-ACDBE firms, use Schedule B Affidavit of Joint Venture instead of Schedules C and D.]**

Name of Tenant:

\_\_\_\_\_

Description of Airport Concession (from title page of Request for Proposals):

\_\_\_\_\_

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

County (City) of \_\_\_\_\_)

In connection with the above-referenced Airport Concession Request for Proposals (RFP) and any concession agreement entered into pursuant to the RFP, I, \_\_\_\_\_ (Name of Affiant) HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_ (Title of Affiant) and duly authorized representative of the above-named Tenant and that I have personally reviewed the information set forth in the attached Schedule(s) C, with the following being a summary of such information:

Name of ACDBE Firm	Role of ACDBE in Concession (as set forth in Schedule C)	Proposed ACDBE Participation (as percentage of gross revenues)

Total Proposed ACDBE Participation Commitment: \_\_\_\_\_%

To the best of my knowledge, information, and belief, the facts and representations contained in the aforementioned attached Schedules are true, and no material facts have been omitted.

The Tenant will enter into formal agreements with all listed ACDBE firms for work as indicated by this Schedule D and accompanying Schedule(s) C so as to ensure compliance with the Total Proposed ACDBE Participation Commitment stated above, and understands that it must enter into such agreements as a condition precedent to execution of a concession Agreement by the City of Chicago. Copies of each signed sublicense, subcontract, purchase order, or other agreement (collectively, ACDBE agreement) will be submitted to the Chicago Department of Aviation so as to assure receipt no later than ten (10) business days prior to anticipated execution of the concession Agreement by the City.

The Tenant designates the following person as its ACDBE Liaison Officer:

\_\_\_\_\_  
(Name & Please print or type)

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

I DO SOLEMNLY DECLARE AND AFFIRM UNDER PENALTIES OF PERJURY THAT THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT, AND THAT I AM AUTHORIZED ON BEHALF OF THE TENANT TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name and Title of Affiant & Print or type)

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

\_\_\_\_\_  
(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 above Affidavit, acknowledged that (s)he executed the same in the capacity stated above and for the purposes stated above.

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

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

Seal

Commission expires: \_\_\_\_\_

**EXHIBIT 9**

**MBE/WBE SPECIAL CONDITIONS AND RELATED FORMS**

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**SPECIAL CONDITIONS REGARDING MINORITY OWNED BUSINESS ENTERPRISE COMMITMENT  
AND WOMEN OWNED BUSINESS ENTERPRISE COMMITMENT IN CONSTRUCTION  
CONTRACTS**

**I. Policy and Terms**

As set forth in 2-92-650 *et seq.* of the Municipal Code of Chicago (MCC) it is the policy of the City of Chicago that businesses certified as Minority Owned Business Enterprises (MBEs) and Women Owned Business Enterprises (WBEs) in accordance with Section 2-92-420 *et seq.* of the MCC and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code, shall have full and fair opportunities to participate fully in the performance of this contract. Therefore, bidders shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative actions to ensure that MBEs and WBEs shall have full and fair opportunities to compete for and perform subcontracts for supplies or services.

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

Under the City's MBE/WBE Construction Program as set forth in MCC 2-92-650 *et seq.*, the program-wide aspirational goals are 26% Minority Owned Business Enterprise participation and 6% Women Owned Business Enterprise participation. The City has set goals of 26% and 6% on all contracts in line with its overall aspirational goals, unless otherwise specified herein, and is requiring that bidders make a good faith effort in meeting or exceeding these goals.

**Contract Specific Goals and Bids**

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

- A. An MBE/WBE compliance plan demonstrating how the bidder plans to meet the Contract Specific Goals (Schedule D); and/or
- B. Documentation of Good Faith Efforts (Schedule H).

If a bidder's compliance plan falls short of the Contract Specific Goals, the bidder must include either a Schedule H demonstrating that it has made Good Faith Efforts to find MBE and WBE firms to participate or a request for a reduction or waiver of the goals.

Accordingly, the bidder or contractor commits to make good faith efforts to expend at least the following percentages of the total contract price (inclusive of any and all modifications and amendments), if awarded the contract:

**MBE Contract Specific Goal: 26%**  
**WBE Contract Specific Goal: 6%**

This Contract Specific Goal provision shall supersede any conflicting language or provisions that may be contained in this document.

For purposes of evaluating the bidder's responsiveness, the MBE and WBE Contract Specific Goals shall be percentages of the bidder's total base bid. However, the MBE and WBE Contract Specific Goals shall apply to the total value of this contract, including all amendments and modifications.

### **Contract Specific Goals and Contract Modifications**

1. The MBE and WBE Contract Specific Goals established at the time of contract bid shall also apply to any modifications to the Contract after award. That is, any additional work and/or money added to the Contract must also adhere to these Special Conditions requiring Contractor to (sub)contract with MBEs and WBEs to meet the Contract Specific Goals.
  - a. Contractor must assist the Construction Manager or user Department in preparing its "proposed contract modification" by evaluating the subject matter of the modification and determining whether there are opportunities for MBE or WBE participation and at what rates.
  - b. Contractor must produce a statement listing the MBEs/WBEs that will be utilized on any contract modification. The statement must include the percentage of utilization of the firms. If no MBE/WBE participation is available, an explanation of good faith efforts to obtain participation must be included.
2. The Chief Procurement Officer shall review each proposed contract modification and amendment that by itself or aggregated with previous modification/amendment requests, increases the contract value by ten percent (10%) of the initial award, or \$50,000, whichever is less, for opportunities to increase the participation of MBEs or WBEs already involved in the Contract.

## **II. Definitions**

"Area of Specialty" means the description of a MBE's or WBE's activity that has been determined by the Chief Procurement Officer to be most reflective of the firm's claimed specialty or expertise. Each MBE and WBE letter of certification contains a description of the firm's Area of Specialty. Credit toward the Contract Specific Goals shall be limited to the participation of firms performing within their Area of Specialty. The Department of Procurement Services does not make any representation concerning the ability of any MBE or WBE to perform work within its Area of Specialty. It is the responsibility of the bidder or contractor to determine the capability and capacity of MBEs and WBEs to perform the work proposed.

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

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

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

"Commercially Useful Function" means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, evidencing the responsibilities and risks of a business owner such as

negotiating the terms of (sub)contracts, taking on a financial risk commensurate with the contract or its subcontract, responsibility for acquiring the appropriate lines of credit and/or loans, or fulfilling responsibilities as a joint venture partner as described in the joint venture agreement.

"Construction Contract" means a contract, purchase order or agreement (other than lease of real property) for the construction, repair, or improvement of any building, bridge, roadway, sidewalk, alley, railroad or other structure or infrastructure, awarded by any officer or agency of the City, other than the City Council, and whose cost is to be paid from City funds.

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

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

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

"Directory" means the Directory of Minority Business MBEs and WBEs maintained and published by the Chief Procurement Officer. The Directory identifies firms that have been certified as MBEs and WBEs, and includes the date of their last certifications and the areas of specialty in which they have been certified. Bidders and contractors are responsible for verifying the current certification status of all proposed MBEs and WBEs.

"Executive Director" means the executive director of the Office of Compliance or his or her designee.

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

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

"Minority Business Enterprise" or "MBE" means a firm certified as a minority-owned business enterprise in accordance with City Ordinances and Regulations.

"Supplier" or "Distributor" refers to a company that owns, operates, or maintains a store, warehouse or other establishment in which materials, supplies, articles or equipment are bought, kept in stock and regularly sold or leased to the public in the usual course of business. A regular distributor or supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for performance of the Contract are bought, kept in stock, and regularly sold to the public in the usual course of business. To be a regular distributor the firm must engage in, as its principal business and in its own name, the purchase and sale of the products in question. A regular distributor in such bulk

items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock if it owns or operates distribution equipment.

"Women Business Enterprise" or "WBE" means a firm certified as a women-owned business enterprise in accordance with City Ordinances and Regulations.

### III. Joint Ventures

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

A. The joint venture may be eligible for credit towards the Contract Specific Goals only if:

1. The MBE or WBE joint venture partner's share in the capital contribution, control, management, risks and profits of the joint venture is equal to its ownership interest;
2. The MBE or WBE joint venture partner is responsible for a distinct, clearly defined portion of the requirements of the contract for which it is at risk;
3. Each joint venture partner executes the bid to the City; and
4. The joint venture partners have entered into a written agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract, and all such terms and conditions are in accordance with the conditions set forth in Items 1, 2, and 3 above in this Paragraph A.

B. The Chief Procurement Officer shall evaluate the proposed joint venture agreement, the Schedule B submitted on behalf of the proposed joint venture, and all related documents to determine whether these requirements have been satisfied. The Chief Procurement Officer shall also consider the record of the joint venture partners on other City of Chicago contracts. The decision of the Chief Procurement Officer regarding the eligibility of the joint venture for credit towards meeting the Contract Specific Goals, and the portion of those goals met by the joint venture, shall be final.

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

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

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

C. Schedule B: MBE/WBE Affidavit of Joint Venture

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

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

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

#### **IV. Counting MBE and WBE Participation Towards the Contract Specific Goals**

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

**Firms that are certified as both MBE and WBE may only be listed on a bidder's compliance plan as either a MBE or a WBE to demonstrate compliance with the Contract Specific Goals.** For example, a firm certified as both a MBE and a WBE may only listed on the bidder's compliance plan under one of the categories, but not both. Additionally, a firm that is certified as both a MBE and a WBE could not self-perform 100% of a contract, it would have to show good faith efforts to meet the Contract Specific Goals by including in its compliance plan work to be performed by another MBE or WBE firm, depending on which certification that dual-certified firm chooses to count itself as.

- A. Only expenditures to firms that perform a **Commercially Useful Function** as defined above may count toward the Contract Specific Goals.

1. The CPO will determine whether a firm is performing a commercially useful function by evaluating the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  2. A MBE or WBE does not perform a commercially useful function if its participation is only required to receive payments in order to obtain the appearance of MBE or WBE participation. The CPO may examine similar commercial transactions, particularly those in which MBEs or WBEs do not participate, to determine whether non MBE and non WBE firms perform the same function in the marketplace to make a determination.
- B. Only the value of the dollars paid to the MBE or WBE firm for work that it performs in its **Area of Specialty** in which it is certified counts toward the Contract Specific Goals.

**Only payments made to MBE and WBE firms that meet BOTH the Commercially Useful Function and Area of Specialty requirements above will be counted toward the Contract Specific Goals.**

- C. If the MBE or WBE performs the work itself:
1. 100% of the value of work actually performed by the MBE's or WBE's own forces shall be counted toward the Contract Specific Goals, including the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces. 0% of the value of work at the project site that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals
- D. If the MBE or WBE is a manufacturer:
1. 100% of expenditures to a MBE or WBE manufacturer for items needed for the Contract shall be counted toward the Contract Specific Goals. A manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials or supplies obtained by the bidder or contractor.
- E. If the MBE or WBE is a distributor or supplier:
1. 60% of expenditures for materials and supplies purchased from a MBE or WBE that is certified as a regular dealer or supplier shall be counted toward the Contract Specific Goals.
- F. If the MBE or WBE is a broker:
1. 0% of expenditures paid to brokers will be counted toward the Contract Specific Goals.
  2. As defined above, Brokers provide no commercially useful function.
- G. If the MBE or WBE is a member of the joint venture contractor/bidder:
1. A joint venture may count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the MBE or WBE performs with its own forces toward the Contract Specific Goals.
    - i. OR if employees of this distinct joint venture entity perform the work then the value of the work may be counted toward the Contract Specific Goals at a rate equal to the MBE or WBE firm's percentage of participation in the joint venture as described in Schedule B.
  2. Note: a joint venture may also count the dollar value of work subcontracted to other MBEs and WBEs, however, work subcontracted out to non-certified firms may not be counted.

- H. If the MBE or WBE subcontracts out any of its work:
1. 100% of the value of the work subcontracted to other MBEs or WBEs performing work in its Area of Specialty may be counted toward the Contract Specific Goals.
  2. 0% of the value of work that a MBE or WBE subcontracts to a non-certified firm counts toward the Contract Specific Goals (except for the cost of supplies purchased or equipment leased by the MBE or WBE from third parties or second tier subcontractors in order to perform its (sub)contract with its own forces as allowed by C.1. above).
  3. The fees or commissions charged for providing a *bona fide* service, such as professional, technical, consulting or managerial services or for providing bonds or insurance or the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the Contract, may be counted toward the Contract Specific Goals, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  4. The fees charged for delivery of materials and supplies required on a job site (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  5. The fees or commissions charged for providing any bonds or insurance, but not the cost of the premium itself, specifically required for the performance of the Contract, provided that the fee or commission is determined by the Chief Procurement Officer to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**V. Procedure to Determine Bid Compliance**

The following Schedules and requirements govern the bidder's or contractor's MBE/WBE proposal:

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

1. Where the bidder's Compliance Plan includes the participation of any MBE or WBE as a joint venture partner, the bidder must submit with its bid a Schedule B and the proposed joint venture agreement. See Section III above for detailed requirements.

**B. Schedule C: MBE/WBE Letter of Intent to Perform as a Subcontractor or Supplier**

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

original Schedule C must be submitted by the bidder for each MBE and WBE included on the Schedule D within five (5) business days after the date of the bid opening.

C. Schedule D: Compliance Plan Regarding MBE and WBE Utilization

The bidder must submit a Schedule D with the bid. The City encourages bidders to utilize the electronic fillable format Schedule D, which is available at the Department of Procurement Services website, <http://cityofchicago.org/forms>. An approved Compliance Plan is required before a contract may commence.

The Compliance Plan must commit to the utilization of each listed MBE and WBE. The bidder is responsible for calculating the dollar equivalent of the MBE and WBE Contract Specific Goals as percentages of the total base bid. All Compliance Plan commitments must conform to the Schedule Cs.

A bidder or contractor may not modify its Compliance Plan after bid opening except as directed by the Department of Procurement Services to correct minor errors or omissions. Bidders shall not be permitted to add MBEs or WBEs after bid opening to meet the Contract Specific Goals, however, contractors are encouraged to add additional MBE/WBE vendors to their approved compliance plan during the performance of the contract when additional opportunities for participation are identified. Except in cases where substantial, documented justification is provided, the bidder or contractor shall not reduce the dollar commitment made to any MBE or WBE in order to achieve conformity between the Schedule Cs and Schedule D. All terms and conditions for MBE and WBE participation on the contract must be negotiated and agreed to between the bidder or contractor and the MBE or WBE prior to the submission of the Compliance Plan. If a proposed MBE or WBE ceases to be available after submission of the Compliance Plan, the bidder or contractor must comply with the provisions in Section VII.

D. Letters of Certification

A copy of each proposed MBE's and WBE's Letter of Certification from the City of Chicago must be submitted with the bid.

A Letters of Certification includes a statement of the MBE's or WBE's area(s) of specialty. The MBE's or WBE's scope of work as detailed in the Schedule C must conform to its area(s) of specialty. Where a MBE or WBE is proposed to perform work not covered by its Letter of Certification, the MBE or WBE must request the addition of a new area at least 30 calendar days prior to the bid opening.

E. Schedule F: Report of Subcontractor Solicitations

A Schedule F must be submitted with the bid, documenting all subcontractors and suppliers solicited for participation on the contract by the bidder. Failure to submit the Schedule F may render the bid non-responsive.

F. Schedule H: Documentation of Good Faith Efforts

1. If a bidder determines that it is unable to meet the Contract Specific Goals, it must document its good faith efforts to do so, including the submission of Attachment C, Log of Contacts.



2. If the bidder's Compliance Plan demonstrates that it has not met the Contract Specific Goals in full or in part, the bidder must submit its Schedule H no later than three business days after notification by the Chief Procurement Officer of its status as the apparent lowest bidder. Failure to submit a complete Schedule H will cause the bid to be rejected as non-responsive.
3. Documentation must include but is not necessarily limited to:
  - a. A detailed statement of efforts to identify and select portions of work identified in the bid solicitation for subcontracting to MBEs and WBEs;
  - b. A listing of all MBEs and WBEs contacted for the bid solicitation that includes:
    - i. Names, addresses, emails and telephone numbers of firms solicited;
    - ii. Date and time of contact;
    - iii. Person contacted;
    - iv. Method of contact (letter, telephone call, facsimile, electronic mail, etc.).
  - c. Evidence of contact, including:
    - i. Project identification and location;
    - ii. Classification/commodity of work items for which quotations were sought;
    - iii. Date, item, and location for acceptance of subcontractor bids;
    - iv. Detailed statements summarizing direct negotiations with appropriate MBEs and WBEs for specific portions of the work and indicating why agreements were not reached.
    - v. Bids received from all subcontractors.
  - d. Documentation of bidder or contractor contacts with at least one of the minority and women assistance associations on Attachment A.
- G. Agreements between a bidder or contractor and a MBE or WBE in which the MBE or WBE promises not to provide subcontracting quotations to other bidders or contractors are prohibited.
- H. Prior to award, the bidder agrees to promptly cooperate with the Department of Procurement Services in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed MBE or WBE. Failure to cooperate may render the bid non-responsive.
- I. If the City determines that the Compliance Plan contains minor errors or omissions, the bidder or contractor must submit a revised Compliance Plan within five (5) business days after notification by the City that remedies the minor errors or omissions. Failure to correct all minor errors or omissions may result in the determination that a bid is non-responsive.
- J. No later than three (3) business days after receipt of the executed contract, the contractor must execute a complete subcontract agreement or purchase order with each MBE and WBE listed in the Compliance Plan. No later than eight (8) business days after receipt of the executed contract, the contractor must provide copies of each signed subcontract, purchase order, or other agreement to the Department of Procurement Services.

**VI. Demonstration of Good Faith Efforts**

- A. In evaluating the Schedule H to determine whether the bidder or contractor has made good faith efforts, the performance of other bidders or contractors in meeting the goals may be considered.
- B. The Chief Procurement Officer shall consider, at a minimum, the bidder's efforts to:
1. Solicit through reasonable and available means at least 50% (or at least five when there are more than eleven certified firms in the commodity area) of MBEs and WBEs certified in the anticipated scopes of subcontracting of the contract, as documented by the Schedule H. The bidder or contractor must solicit MBEs and WBEs within seven (7) days prior to the date bids are due. The bidder or contractor must take appropriate steps to follow up on initial solicitations with interested MBEs or WBEs.
  2. Advertise the contract opportunities in media and other venues oriented toward MBEs and WBEs.
  3. Provide interested MBEs or WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner to assist them in responding to the solicitation.
  4. Negotiate in good faith with interested MBEs or WBEs that have submitted bids. That there may be some additional costs involved in soliciting and using MBEs and WBEs is not a sufficient reason for a bidder's failure to meet the Contract Specific Goals, as long as such costs are reasonable.
  5. Not reject MBEs or WBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The MBE's or WBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for rejecting or not soliciting bids to meet the Contract Specific Goals.
  6. Make a portion of the work available to MBE or WBE subcontractors and suppliers and selecting those portions of the work or material consistent with the available MBE or WBE subcontractors and suppliers, so as to facilitate meeting the Contract Specific Goals.
  7. Make good faith efforts, despite the ability or desire of a bidder or contractor to perform the work of a contract with its own organization. A bidder or contractor who desires to self-perform the work of a contract must demonstrate good faith efforts unless the Contract Specific Goals have been met.
  8. Select portions of the work to be performed by MBEs or WBEs in order to increase the likelihood that the goals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE or WBE participation, even when the bidder or contractor might otherwise prefer to perform these work items with its own forces.

9. Make efforts to assist interested MBEs or WBEs in obtaining bonding, lines of credit, or insurance as required by the City or bidder or contractor.
  10. Make efforts to assist interested MBEs or WBEs in obtaining necessary equipment, supplies, materials, or related assistance or services; and
  11. Effectively use the services of the City; minority or women community organizations; minority or women assistance groups; local, state, and federal minority or women business assistance offices; and other organizations to provide assistance in the recruitment and placement of MBEs or WBEs.
- C. If the bidder disagrees with the City's determination that it did not make good faith efforts, the bidder may file a protest pursuant to the Department of Procurement Services Solicitation and Contracting Process Protest Procedures within 10 business days of a final adverse decision by the Chief Procurement Officer.

**VII. Changes to Compliance Plan**

- A. No changes to the Compliance Plan or contractual MBE and WBE commitments or substitution of MBE or WBE subcontractors may be made without the prior written approval of the Chief Procurement Officer. Unauthorized changes or substitutions, including performing the work designated for a subcontractor with the contractor's own forces, shall be a violation of these Special Conditions and a breach of the contract with the City, and may cause termination of the executed Contract for breach, and/or subject the bidder or contractor to contract remedies or other sanctions. The facts supporting the request for changes must not have been known nor reasonably could have been known by the parties prior to entering into the subcontract. Bid shopping is prohibited. The bidder or contractor must negotiate with the subcontractor to resolve the problem. If requested by either party, the Department of Procurement Services shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the MBE or WBE can be substituted only where an agreement cannot be reached for a reasonable price for the correct scope of work.
- B. Substitutions of a MBE or WBE subcontractor shall be permitted only on the following basis:
1. Unavailability after receipt of reasonable notice to proceed;
  2. Failure of performance;
  3. Financial incapacity;
  4. Refusal by the subcontractor to honor the bid or proposal price or scope;
  5. Mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  6. Failure of the subcontractor to meet insurance, licensing or bonding requirements;
  7. The subcontractor's withdrawal of its bid or proposal; or
  8. De-certification of the subcontractor as a MBE or WBE. (Graduation from the MBE/WBE program does not constitute de-certification.)
- C. If it becomes necessary to substitute a MBE or WBE or otherwise change the Compliance Plan, the procedure will be as follows:

1. The bidder or contractor must notify the Chief Procurement Officer in writing of the request to substitute a MBE or WBE or otherwise change the Compliance Plan. The request must state specific reasons for the substitution or change. A letter from the MBE or WBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request.
  2. The City will approve or deny a request for substitution or other change within 15 business days of receipt of the request.
  3. Where the bidder or contractor has established the basis for the substitution to the satisfaction of the Chief Procurement Officer, it must make good faith efforts to meet the Contract Specific Goal by substituting a MBE or WBE subcontractor. Documentation of a replacement MBE or WBE, or of good faith efforts, must meet the requirements in sections V and VI. If the MBE or WBE Contract Specific Goal cannot be reached and good faith efforts have been made, as determined by the Chief Procurement Officer, the bidder or contractor may substitute with a non-MBE or non-WBE.
  4. If a bidder or contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Compliance Plan, the bidder or contractor must obtain the approval of the Chief Procurement Officer to modify the Compliance Plan and must make good faith efforts to ensure that MBEs or WBEs have a fair opportunity to bid on the new scope of work.
  5. A new subcontract must be executed and submitted to the Chief Procurement Officer within five business days of the bidder's or contractor's receipt of City approval for the substitution or other change.
- D. The City shall not be required to approve extra payment for escalated costs incurred by the contractor when a substitution of subcontractors becomes necessary to comply with MBE/WBE contract requirements.

#### **VIII. Reporting and Record Keeping**

- A. During the term of the contract, the contractor and its non-certified subcontractors must submit partial and final waivers of lien from MBE and WBE subcontractors that show the accurate cumulative dollar amount of subcontractor payments made to date. Upon acceptance of the Final Quantities from the City of Chicago, FINAL certified waivers of lien from the MBE and WBE subcontractors must be attached to the contractor's acceptance letter and forwarded to the Department of Procurement Services, Attention: Chief Procurement Officer.
- B. The contractor will be responsible for reporting payments to all subcontractors on a monthly basis in the form of an electronic audit. Upon the first payment issued by the City of Chicago to the contractor for services performed, on the first day of each month and every month thereafter, email and/or fax audit notifications will be sent out to the contractor with instructions to report payments that have been made in the prior month to each MBE and WBE. The reporting of payments to all subcontractors must be entered into the Certification and Compliance Monitoring System (C2), or whatever reporting system is currently in place, on or before the fifteenth (15<sup>th</sup>) day of each month.

Once the prime contractor has reported payments made to each MBE and WBE, including zero dollar amount payments, the MBE and WBE will receive an email and/or fax notification requesting them to log into the system and confirm payments received. All monthly confirmations must be reported on or before the 20<sup>th</sup> day of each month. Contractor and subcontractor reporting to the C2 system must be completed by the 25<sup>th</sup> of each month or payments may be withheld.

All subcontract agreements between the contractor and MBE/WBE firms or any first tier non-certified firm and lower tier MBE/WBE firms must contain language requiring the MBE/WBE to respond to email and/or fax notifications from the City of Chicago requiring them to report payments received for the prime or the non-certified firm.

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

- C. The Chief Procurement Officer or any party designated by the Chief Procurement Officer shall have access to the contractor's books and records, including without limitation payroll records, tax returns and records and books of account, to determine the contractor's compliance with its commitment to MBE and WBE participation and the status of any MBE or WBE performing any portion of the contract. This provision shall be in addition to, and not a substitute for, any other provision allowing inspection of the contractor's records by any officer or official of the City for any purpose.
- D. The contractor shall maintain records of all relevant data with respect to the utilization of MBEs and WBEs, retaining these records for a period of at least five years after final acceptance of the work. Full access to these records shall be granted to City, federal or state authorities or other authorized persons.

## **IX. Non-Compliance**

- A. Without limitation, the following shall constitute a material breach of this contract and entitle the City to declare a default, terminate the contract, and exercise those remedies provided for in the contract at law or in equity: (1) failure to demonstrate good faith efforts; and (2) disqualification as a MBE or WBE of the contractor or any joint venture partner, subcontractor or supplier if its status as an MBE or WBE was a factor in the award of the contract and such status was misrepresented by the contractor.
- B. Payments due to the contractor may be withheld until corrective action is taken.
- C. Pursuant to 2-92-740, remedies or sanctions may include disqualification from contracting or subcontracting on additional City contracts for up to three years, and the amount of the discrepancy between the amount of the commitment in the Compliance Plan, as such amount may be amended through change orders or otherwise over the term of the contract, and the amount paid to MBEs or WBEs. The consequences provided herein shall be in addition to any other criminal or civil liability to which such entities may be subject.
- D. The contractor shall have the right to protest the final determination of non-compliance and the imposition of any penalty by the Chief Procurement Officer pursuant to 2-92-740

of the Municipal Code of the City of Chicago, within 15 business days of the final determination.

**X. Arbitration**

If the City determines that a contractor has not made good faith efforts to fulfill its Compliance Plan, the affected MBE or WBE may recover damages from the contractor.

Disputes between the contractor and the MBE or WBE shall be resolved by binding arbitration before the American Arbitration Association (AAA), with reasonable expenses, including attorney's fees and arbitrator's fees, being recoverable by a prevailing MBE or WBE. Participation in such arbitration is a material provision of the Construction Contract to which these Special Conditions are an Exhibit. This provision is intended for the benefit of any MBE or WBE affected by the contractor's failure to fulfill its Compliance Plan and grants such entity specific third party beneficiary rights. These rights are non-waivable and take precedence over any agreement to the contrary, including but not limited to those contained in a subcontract, suborder, or communicated orally between a contractor and a MBE or WBE. Failure by the Contractor to participate in any such arbitration is a material breach of the Construction Contract.

A MBE or WBE seeking arbitration shall serve written notice upon the contractor and file a demand for arbitration with the AAA in Chicago, IL. The dispute shall be arbitrated in accordance with the Commercial Arbitration Rules of the AAA. All arbitration fees are to be paid *pro rata* by the parties.

The MBE or WBE must copy the City on the Demand for Arbitration within 10 business days after filing with the AAA. The MBE or WBE must copy the City on the arbitrator's decision within 10 business days of receipt of the decision. Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction.

**XI. Equal Employment Opportunity**

Compliance with MBE and WBE requirements will not diminish or supplant equal employment opportunity and civil rights provisions as required by law related to bidder or contractor and subcontractor obligations.

**EXHIBIT 10**

**DESIGN AND CONSTRUCTION STANDARD OPERATING PROCEDURES-  
CONCESSIONS**



**CHICAGO  
DEPARTMENT  
OF AVIATION**

# Design and Construction Standard Operating Procedures

## **Concessions Projects (C-SOP)**

O'Hare International Airport  
Midway International Airport

Chicago Department of Aviation  
Revised October, 2017



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## Definitions

In addition to the terms defined elsewhere, the following words, phrases, when capitalized, have the following meanings:

**“Airport”** refers to O’Hare International Airport and/or Midway International Airport.

**“Airport Concessions Program Handbook”** refers to providing a basis of uniformity to all concessions at both O’Hare International Airport and Midway International Airport. Adherence to the Concession Lease and License Agreement as well as the elements of this Handbook will contribute to the successful operation of the Concessionaire’s business.

**“As-Built Drawings”** refers to the drawings that document on-site changes to the original construction documents. The initial plan markups are submitted by the General Contractor to the Architect of Record for submission to CDA. These drawings are required by Chicago Department of Aviation as part of the close out documentation package.

**“Business Day”** refers to a measurement of time that typically is a day in which normal business is conducted Monday through Friday; excluding Saturday, Sunday and public holidays for all documentation and design submittals.

**“Chicago Department of Aviation” (CDA)** refers to the managing entity for the Airports on behalf of the City of Chicago.

**“CDA Concessions” (CDA-C)** refers to the department within CDA responsible for the oversight of the concessions program.

**“CDA Point of Contact” (CDA POC)** refers to a designee assigned by CDA to oversee the development of the construction project on behalf of CDA.

**“CDA Project Number”** refers to the CDA project identification number that is required to be included on all correspondence and applications submitted throughout the design and construction process.

**“Concessions”** refers to non-rental car concession businesses at the Airport selling products or services to the public.

**“Concessionaire”** refers to the leaseholder or tenant in the business of selling products or services to the public at the Airport.

**“Concessionaire Point of Contact” (Concessionaire POC)** refers to any party working on behalf of a concessionaire; which will include architects, their engineers and consultants (POC Architect), and the general contractors and their subcontractors (POC Contractor).

**“Department of Buildings”** refers to the City of Chicago entities responsible for enforcing Chicago Building Codes, by performing inspections and administering permits including the Ventilation Department, Electrical Department, Plumbing Department, and New Construction Department.

**“Chicago Department of Public Health”** refers to the City of Chicago entity responsible for enforcing Chicago Health Codes, by performing inspections and administering permits.

**“Liquor License”** refers to the City of Chicago entity responsible to enforce the Chicago Liquor Licensure by performing inspections and administering permits.

**“Design and Construction Standard Operating Procedures; Concessions Projects” (C-SOP)** refers to the guidelines established by CDA and CDA Concessions as the process by which all Concessions projects are reviewed and approved.

**“Design Documents”** refers to the documents that illustrate and describe the project design by defining scope, relationships, forms, size and appearance of the project with specifications, plans, sections, elevations, perspectives, typical sectional details, diagrams and equipment layouts.

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## Definitions Cont'd.

**“Concessions Design Guidelines for Midway”** to communicate an overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago Midway International Airport (MDW).

**“Concessions Design Guidelines for O’Hare”** to communicate an overall design intent and to provide quality, material, signage, lighting and system standards for concessions development at Chicago O’Hare International Airport (ORD).

**“Pre-Construction Meeting”** refers to the mandatory meeting held prior to project construction.

**“Project’s Digital Design Coordinator” (DDC)** refers to A/E’s point of contact for document exchange. Multiple members of the design team may have PW access, but only the DDC should contact the CDA POC if follow up coordination is required.

**“Project Initiation Letter” (PIL)** refers to the concessionaire’s formal letter submittal to CDA Design and Construction requesting a CDA Project Number. The Project Initiation Letter should clearly define the project and scope. Please refer to **Exhibit A** for a list of items to be included in the PIL.

**“ProjectWise” (PW)** (PW) refers to Software package utilized by CDA to submit, share, review and exchange project documents. The user interface is similar to Windows Explorer with a folder tree structure that contains locations for each project in review.

**“Review Comments Form”** refers to the CDA template used to document all reviewing parties’ comments regarding the drawing submittal.

**“Review and Conditions Letter”** refers to the document that is issued by CDA and used at all submittals throughout the drawing review process as a communication and response tool between review parties and the Concessionaire.

**“The Sustainable Airport Manual (SAM™)”** refers to the manual created by 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.

**“CDA Construction Safety Manual”** refers to the manual created by The City of Chicago, the Chicago Department of Aviation (CDA) and the Chicago Airports Resources Enterprise Plus, LLC (CARE Plus, LLC) to incorporate health and safety regulations as the responsibility of the Contractor working on airport premises.

## Introduction

O'Hare and Midway International Airports are owned by the City of Chicago and operated by the Chicago Department of Aviation (CDA). As a department within the City of Chicago, CDA is responsible for the management of the Airports, including the concessions program, and accordingly CDA reserves the right to review and approve the construction or modification of any Concession on Airport property.

For O'Hare International Airport official addresses and site map refer to:

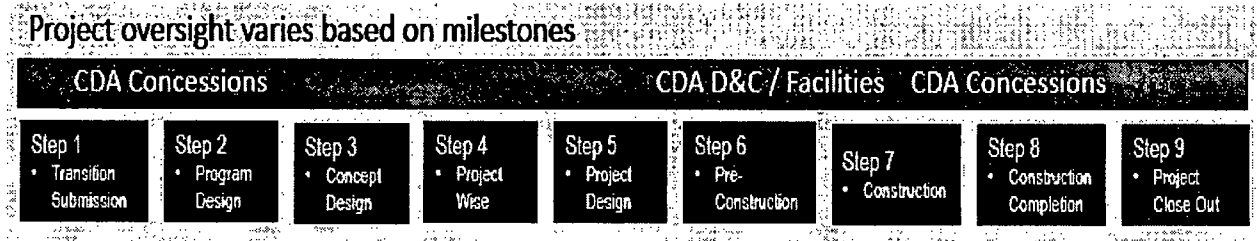
- **Exhibit 1:** O'Hare International Airport Official Addresses and Site Map

For Midway International Airport official addresses and site map refer to:

- **Exhibit 2:** Midway International Airport Official Addresses and Site Map

The procedures, submission requirements, and deadlines set forth in this C-SOP document are mandatory and may only be waived in unique circumstances upon written approval by CDA Concessions. CDA reserves the right to modify the requirements at any time.

The Concessionaire shall provide evidence of professional services throughout all stages of work. All project documentation shall be prepared, signed, and stamped by a licensed design professional. Throughout the design process the Concessionaire is to utilize the most sustainable design practices in the industry with reference to the Sustainable Airport Manual (SAM™) to the extent dictated in the **Concessionaire's Lease and License Agreement**. The CDA, through its Design and Construction Division & CDA Concessions, reviews, oversees, and approves design and work for all new construction, renovation, and remodeling projects at the Airports.



## Development and Design Process Overview

### PLEASE NOTE:

**CDA Design and Construction Coordinating Architect will determine if Step 1 is applicable to a given project.**

The concept development and design process has been established to provide a systematic and organized process by which a concessions concept and design are reviewed and approved by CDA Concessions. It should be noted that field verification is mandatory for all projects.

### STEP 1.0: Transition Design Submission

#### 1.1: Concept and Design Proposal

In order to begin the permanent transition, CDA Concessions must approve the initial ninety (90) day transition concept. The Concessionaire must submit a proposal package with the following documentation as it relates to the request:

#### Program Conceptual Phase

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP)

- 1) Transition Overall Concept
- 2) Transition Phasing Plan
  - Loadbank Investigation and Analysis per phase
  - Scope of work for each concessionaire space; including demolition, signage, lighting, etc.
- 3) Transition Schedule

**End of STEP 1**

## **STEP 2.0: Program Design and Schedule Submission**

### **2.1: Concept Proposal and Design Presentation**

In order to begin the permanent transition, CDA Concessions must approve the Program Design and Schedule Submission. The Concessionaire must submit a proposal package with the following documentation as it relates to the request:

#### **Program Conceptual Phase**

- 1) Program Overall Concept
  - Proposed terminal, concourse and requested square footage including existing or proposed lease line
- 2) Overall Program Phasing Plan
  - Loadbank Investigation and Analysis per phase
- 3) Program Schedule

#### **Program 30% Schematic Design (SD) Phase**

- 1) Program Overall Concept
  - Proposed terminal, concourse and requested square footage including existing or proposed lease line
- 2) Overall Program Phasing Plan
  - Loadbank Investigation and Analysis per phase
- 3) Program Schedule

#### **Program 60% Design Development (DD) Phase**

- 1) Program Overall Concept
  - Proposed terminal, concourse and requested square footage including existing or proposed lease line
- 2) Overall Program Phasing Plan
  - Loadbank Investigation and Analysis per phase
- 3) Program Schedule

#### **Program 90% (and or) 100% Construction Document (CD)Phase**

- 1) Program Overall Concept
  - Proposed terminal, concourse and requested square footage including existing or proposed lease line
- 2) Overall Program Phasing Plan
  - Loadbank Investigation and Analysis per phase
- 3) Program Schedule

Once all the documentation is received, it will be reviewed by CDA Concessions for completeness and consideration to move forward with a concept design. The Concessionaire will be contacted via email or hardcopy letter with review results within ten (10) business days of receipt.

**End of STEP 2**

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## STEP 3.0: Proposal and Concept Submission

### 3.1: Concept Proposal and Design Presentation

In order to begin a remodel project, store renovation or concept change, CDA Concessions must approve the proposed project and/or concept. The Concessionaire must submit a proposal package with the following documentation as it relates to the request:

- 1) Concept plan
- 2) Proposed terminal, concourse and requested square footage (include existing or proposed lease line)
- 3) Sample menu
- 4) Product list and pricing
- 5) Detailed first year projected sales
- 6) Anticipated project schedule

Once all the documentation is received, it will be reviewed by CDA Concessions for completeness and consideration to move forward with a concept design. The Concessionaire will be contacted via email or hardcopy letter with review results within ten (10) business days of receipt.

### 3.2: Concept Design Presentation

Within ten (10) business days of CDA Concessions approval, the Concessionaire is required to schedule and present their conceptual design. During the presentation, the attendees will provide feedback regarding the proposed design elements, materials, features, signage, and product display. Within ten (10) business days after the presentation, CDA Concessions will send a response letter to the Concessionaire with comments and direction regarding items that need revisions or enhancements that should be addressed before the Concessionaire moves forward to submit a Project Initiation Letter.

The Concessionaire's concept design should include spatial relationships or models as necessary to describe the image and function of the project for CDA's review. CDA Concessions will be available to assist with the presentation scheduling.

Conceptual Design presentation should include the following:

- 1) Site Plan
- 2) Design perspectives / renderings (illustrative images)
- 3) Design plans / elevations
- 4) Proposed materials / finish board (to be mailed to address below)
- 5) Preliminary overall project schedule
- 6) Preliminary construction budget
- 7) Additional materials

The concepts documents should be submitted via email to:

#### O'Hare International Airport Contacts

Chicago Department of Aviation  
Aviation Administration Building  
Attn: Juan Manzano, Deputy Commissioner  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-894-3059  
Email: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
cc: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

#### Midway International Airport Contacts

Chicago Department of Aviation  
Aviation Administration Building  
Attn: Juan Manzano, Deputy Commissioner  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-894-3059  
Email: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
cc: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)

### 3.3: Project Initiation Letter

When written approval for the conceptual design is issued by CDA Concessions, the Concessionaire shall submit to CDA's Coordinating Architect of Design and Construction, a Project Initiation Letter (PIL) on Concessionaire or Concessionaire's Architect's letterhead. Within ten (10) business days of receiving the PIL, CDA will send a "Response to Project Initiation Letter" to the Concessionaire with comments and direction regarding the design submittals, along with the assigned CDA Project Number which must be included on all future project correspondence and submittals including permits. The letter will also identify the CDA POC for the project. All Concessionaire questions, concerns, or requests for information or project coordination should be directed to the CDA POC.

CDA's Coordinating Architect of Design and Construction will determine if the scope of work requires a CDA Project Number as well as a full design and construction review. At that time, it is also determined if compliance with the SAM™ is required. Not all projects will be assigned CDA Project Number or must be SAM™ compliant. Based on the construction scope and duration, some projects may be eligible to proceed through CDA's eForm system (for more information on eForms see **Section 6.7**).

For a list of required documentation to include in the PIL refer to:

- **Exhibit A:** Project Initiation Letter Submittal Check List

The Project Initiation Letter shall be submitted via email to:

#### **O'Hare International Airport Contacts**

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-6626  
Email: [Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
cc: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

#### **Midway International Airport Contacts**

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-7091  
Email: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
cc: [Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
[Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)

### 3.4: Sustainable Airport Manual (SAM™)

When the Concessionaire is required to submit a Sustainable Airport Manual (SAM™) Checklist, only use the relevant SAM™ chapter for Concession Projects: Concessions & Concessionaire – Design & Construction section (SAM™ CT-DC Credits 1.0 to 7.0 and 16.0) and include all relevant supporting documentation. Be advised that the Concessions & Concessionaire – Operations & Maintenance (CT-OM) is not required for construction projects. In situations that do not require SAM™ compliance, CDA encourages the Concessionaire to proactively consider potential sustainable design elements be incorporated into the design. Please refer to link below:

[SAM™ Manual](#)

**End of STEP 3**



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## STEP 4.0: ProjectWise

### PLEASE NOTE:

**CDA Design and Construction / CDA Concessions will determine if Step 4 is applicable to a given project.**

### 4.1: ProjectWise Introduction & Use

The Concessionaire and their designated A/E are to use the CDA ProjectWise Server to store and exchange project documents. This site facilitates the drawing review process by allowing reviewers to upload reviews, and in turn, allowing the A/E to provide responses to the same location. ProjectWise also stores the most current versions of CDA Design Standards for Concessionaire implementation into their designs.

### 4.2: ProjectWise Project Startup Request

After the CDA Coordinating Architect issues a Response to Project Initiation Letter and assigns the Project Number, the designer is to fill out a ProjectWise Access Request Form (fillable PDF). This form is returned to the ProjectWise Administrator in order to create a project-specific location on the PW server. This location will contain current CDA Design Standards, FAA Circulars, ACPR Standards and Specifications that are to be incorporated into the design, along with folders for project documents, drawing reviews, etc. Note that the A/E's point of contact for document exchange is their designated DDC.

Please refer to:

- **Exhibit B:** ProjectWise Access Form Concessions

### 4.3: ProjectWise Welcome Letter

When the PW Administrator has created a new project-specific location on the PW Server, the designer will receive a ProjectWise Welcome Letter with instructions on PW access, installation, use, folder structure, etc.

Please refer to:

- **Exhibit B.1:** ProjectWise Welcome Letter Concessions

### 4.4: ProjectWise Document Exchange

Once familiar with the PW folder structure, the Concessionaire's designer will be able to upload documents for review per the Response to PIL designated phasing. When phase documents are uploaded, the designer is to send a notification to the CDA POC that the documents are ready for review. The POC will distribute a blank "Submittal Review Comments Form" form to the appropriate review team. This document will be distributed as an Excel Workbook file and will only be used by the reviewer as a temporary file for their comments. The Workbook will be located in ProjectWise for the reviewer to copy and paste in their comments.

After all comments have been made, each reviewer will separately access ProjectWise to incorporate the comments into the Formal Submittal Review Comments Form. This form must be "checked out", edited with the new comments, saved as the same file and "checked in".

Note: The reviewers must be careful not to write over or copy over any earlier comments made by other reviewers. This can be accomplished by cutting and pasting only the comment field of the offline submittal Review Comments Form to the formal Review Comments Submittal Form. The reviewers must also remember to "check in" the file to allow any subsequent reviewer access. There should only be one Review Comments Submittal Form file shown in the Projectwise project folder containing multiple reviewer comments.

When the review period has ended, the CDA POC will inform the Concessionaire that comments have been received and are ready for designer's response. The designer is to provide written line item responses to all

comments on the workbook file. When complete, the designer's paste their responses into the file in PW and is to notify the CDA POC when complete. This process will repeat for each review phase, as designated in the Response to PIL.

Please refer to:

- **Exhibit B.2:** ProjectWise Submittal Review Comments Form Concessions

**End of STEP 4**

**STEP 5.0: Design Phase**

All projects require review by CDA Concessions. The Concessionaire's design professional shall perform code review to determine what permits are required. If it is determined that the scope of work does not require a permit, the design professional shall provide this determination in writing to CDA Concessions. Otherwise, building permits are issued by the Department of Buildings. CDA encourages the Concessionaire to allow ample schedule time to acquire the required building permits. Please note that if a sign construction permit is required, it can only be obtained by a licensed sign contractor. All projects are to conform and comply with all applicable CDA standards.

**5.1: Concessionaire and Concessionaire's Consultants' Responsibilities**

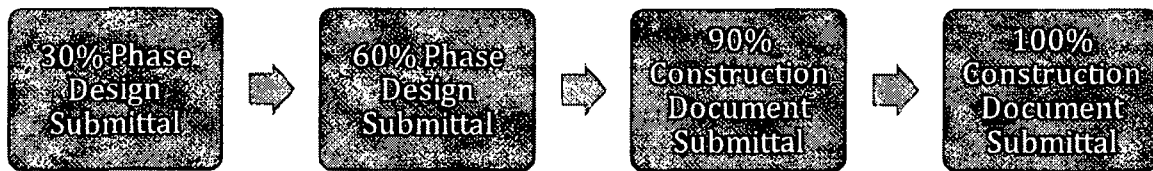
The Concessionaire is ultimately responsible for all work designed, approved and constructed in the Airport by their vendors and consultants.

**5.2: Design Phase**

The Design Phase includes design drawing, review, and approval. The project design timeline will vary based on multiple factors; scope of work, existing conditions, drawing completeness at time of submittal, and/or as dictated by CDA.

Please note:

- CDA's design review requires fifteen (15) business days.
- Concessionaire's design professional is allotted thirty (30) business days to submit the next drawing package.



The Concessionaire will receive a "Review and Conditions" letter that either approves the submittal with qualifications, "Reviewed as Noted" or a "Revise and Resubmit".

**5.3: Phase Submittals (30%, 60%, 90%, 100%)**

The Concessionaire will submit to the CDA Coordinating Architect, Design and Construction, the 30%, 60%, 90%, and 100% design levels, or other completion level combinations based upon review and completeness of the initial and follow-up submittals. Less complex projects may be approved to deviate from this requirement, which will be addressed in CDA's "Response to Project Initiation Letter".

The Concessionaire is required to prepare and submit architectural and engineering drawings, material samples, specifications, lighting schedule and catalog cuts, display fixture and equipment plans, and other technical data as

necessary to create a complete design package. Each submittal must be in accordance with General Procedures and as described in the Concession Lease and License Agreement.

- 1) The design drawing documents shall be prepared by design professionals licensed to practice in the State of Illinois.
- 2) Particular attention should be given to the non-combustible classification of the building; related flame spread ratings and smoke development classification of materials. Documentation should demonstrate compliance with these requirements.
- 3) Concessionaire documentation for all submissions shall be provided in imperial measurement at the following suggested minimum scales:
  - a) Key plans;  $1/32" = 1'-0"$ , with the location of the space clearly identified by the column line designation.
  - b) Floor plans, reflected ceiling plans, merchandising plans, interior elevations, sections and related details;  $1/4" = 1'-0"$ .
  - c) Passenger traffic flow diagrams (queuing) and adjacency plans at  $1/8" = 1'-0"$ .
  - d) Storefronts, signage, logos and lettering, in elevation, section or detail;  $1/2" = 1'-0"$ .
  - e) Sample boards identifying all proposed materials, 11" x 17" panel minimum, include legend.
  - f) Sample boards identifying photos for all proposed furniture and lighting fixtures, 11" x 17" panel minimum, include legend.
  - g) Renderings 11" x 17" or larger for presentation, provide 11" x 17" hand-out copies to be distributed to the attendees.
- 4) All drawings shall be submitted in accordance to CDA CADD Standards (Micro-Station). Electronic submittals will also be accepted in AutoCAD format. A complete set of PDFs is also required as part of final Concessionaire Design Submission. During design development, at the Concessionaire's request, CDA will make available Micro-Station cell libraries, standards and seed files.

#### 5.4: Response to Comments

The Concessionaire is required to respond to all review comments listed on the Review Comments Form, as well as any issues identified in the "Review and Conditions" letter. The spreadsheet column titled "Concessionaire Response" must be completed and accompany the preceding design submittal. All review comments shall be accumulative throughout the drawing review on the Review Comments Form (see **Exhibit B.2**). Failure to do so will affect the design review process timeline. Concessionaire must respond to **all** review comments, in writing and submit within five (5) business days prior to the request for a Pre-Construction Meeting.

#### 5.5: 30% Schematic Design (SD) Submittal

The 30% SD submittal illustrates further development of the Concessionaire's design concept. The 30% SD should respond to the feedback given during the Concept Design Presentation and include, at a minimum, more definitive spatial relationships, updated perspectives, plans, elevations, sections, preliminary mechanical, electrical, plumbing (MEP), fire protection (FP), scope notes or specifications, and overall dimensions and other illustrative materials critical to describing the development of the project.

Work required outside the Concessionaire's lease line should be clearly identified on all drawings and communicated directly to the CDA POC. Designs must also specify affected airport base building structure or utilities, including but not limited to: advertising space, public telephones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, signage, public address speakers, mechanical, electrical, plumbing, fire protection equipment, etc.

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For a detailed list of **30% SD Submittal** refer to:

- **Exhibit C:** 30% Schematic Design (SD) Submittal Check List

### **5.6: CDA Review and Response to 30% SD Submittal**

The Review Comments Form is used for all submittals throughout the design review process between CDA review parties and the Concessionaire's architect or design professional.

The letter will include the following information:

- 1) Identify the project status as per the "Reviewed as Noted Letter" or "Revise and Resubmit Letter".
- 2) Provide comments and direction regarding the proposed scope of work, design submittals.
- 3) If applicable, display the assigned CDA Project Number.
- 4) All Concessionaire's questions, concerns, or requests for information or project coordination should be directed to the assigned CDA Concessions POC.
- 5) Determine if the project will require Sustainable Airport Manual (SAM™) compliance.

### **5.7: Concessionaire and CDA Signage**

Each project must include an illuminated storefront sign. Where it is applicable a blade sign may also be included. Design documents for the signage must express the image, location, specifications, materials, and dimensions. Sign design documents must be submitted for review and approval by CDA, separate from the phase submittals. All signage, with or without electrical components, require a sign permit from the Department of Buildings; which can only be obtained by a licensed sign contractor.

The Concessionaire must inform the CDA Concessions POC if the project requires airport owned signage removal or modification. A walk through with CDA will be scheduled to ensure adequate time will be allotted for the required airport owned sign work to occur during the construction phase. Any CDA signage needing to be removed or relocated within the project area must be performed by CDA. If CDA signage is located within the project area, the Concessionaire must include specifications in the construction documents, detailing steps to be taken by the contractor to adequately protect all CDA signage to ensure it is not damaged during construction.

### **5.8: Request for Information**

Concessionaire questions, concerns or requests for information or project coordination should be directed to the CDA Concessions POC.

### **5.9: Requests for As Built Drawings**

The Concessionaire, their architect and/or engineer may submit an as built drawing request from CDA for use in their design. Use the link below "Document Request Form" and submit it to the CDA for approval. As built drawings will not be available until the form is signed by CDA. The Concessionaire, their architect and/or engineer will be notified by the CDA if and when the drawings are available. Please refer to:

- **Exhibit C.1:** [CDA Standard Electronic Document Request Form](#)

### **5.10: Requests for CDA Design Standards Variance**

The Concessionaire, their architect and/or engineer may submit a request for a variance to the CDA Design Standards. Use the link below to access the "Designer's Request for CDA Design Standards Variance" form. The variance must be reviewed and approved by CDA Design and Construction. Please refer to:

- **Exhibit C.2:** [Designer's Request For CDA Design Standards Variance Form](#)

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP)

### 5.11: 60% Design Development (DD) Submittal

The 60% DD drawings further enhance the previous submittals and should include: architectural, structural, mechanical, electrical, plumbing, fire protection, and equipment demolition plans as well as MEP existing conditions, floor and reflected ceiling plans, elevations, sections, details, specifications, system diagrams, and structural load calculations. The 60% DD drawings should convey the full scope of work and all impacts to the airport base building and adjacent spaces. The Concessionaire, their architect and/or engineer may also be required to attend coordination meetings with CDA to present and clarify the submittal documents.

For a detailed list of **60% DD Submittal** refer to:

- **Exhibit C.3:** 60% Design Development (DD) Submittal Check List
- **Exhibit C.4:** Electrical Check List
- **Exhibit C.5:** Mechanical, Fire Protection & Plumbing Components Check List

### 5.12: 90% Construction Document (CD) Submittal

With the 90% submittal, comments should include minimal outstanding issues that need to be incorporated into the 100% CDs.

For a detailed list of **90% CD Submittal** refer to:

- **Exhibit C.6:** 90 and 100% Construction Document (CD) Submittal Check List

### 5.13: 100% Construction Document (CD) Submittal

When the documents are 100% complete, a "Reviewed as Noted" letter will be issued by CDA to the Concessionaire, and if applicable, a separate letter to the City of Chicago, Department of Buildings, indicating the construction documents have been reviewed and approved, allowing for the start of the permit application process.

For a detailed list of **100% CD Submittal** refer to:

- **Exhibit C.6:** 90 and 100% Construction Document (CD) Submittal Check List

### 5.14: Additional Submittals

CDA Concessions may determine that the proposed design is more complex and will require an intermediate design review to confirm all concerns and questions are sufficiently resolved. The CDA will identify in the 60% Review and Conditions Letter that an additional submittal is required and will list the reasons for the request before continuing to the next major phase.

The additional submittal(s) must address the issues identified by CDA. The Concessionaire is encouraged to schedule a coordination meeting with CDA to discuss the issues identified. Design submittals should be sent via email and hardcopies to:

#### O'Hare International Airport Contacts

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-6626  
Email: [Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
[Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
cc: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

#### Midway International Airport Contacts

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-7091  
Email: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
cc: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)

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## 5.15: Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment In Construction Contracts (MBE/WBE)

### CITY OF CHICAGO CONSTRUCTION COMPLIANCE RULE:

In accordance with the Municipal Code of Chicago 2-92-650, the City's Minority Owned Business Enterprise and Women Owned Business Enterprise Construction Program has set goals of **MBE** participation and **WBE** participation on all contracts.

- ✓ Contracts executed **after** 2017 must adhere to the revised goal of **26% MBE** participation and **6% WBE** participation on all construction contracts.

Please refer to link below for additional information pertaining to this Compliance Rule:

[Special Conditions Regarding Minority Owned Business Enterprise Commitment and Women Owned Business Enterprise Commitment in Construction Contracts](#)

### REQUIRED DOCUMENTATION:

#### Compliance Plans:

Once the 100% Construction Document Submittal is approved by CDA, the Concessionaire will download the two Concessions' Compliance Plans: Affidavit of Concessionaire and Affidavit of Prime Contractor. After the General Contractor has been selected, the Concessionaire and General Contractor are required to submit **Exhibits C.7 – C.9**, which includes a selection of MBE, WBE and Non-Minority Sub-Contractors.

- **Exhibit C.7:** Concession's Compliance Plan – Affidavit of Concessionaire
- **Exhibit C.8:** Concession's Compliance Plan – Affidavit of Prime Contractor

#### Good Faith Efforts:

If the Concessionaires' and Prime Contractors' Compliance Plans fall short of the MBE or WBE Construction Program goals, a Good Faith Efforts form must be included with the submitted Compliance Plans. Good Faith Efforts are achieved by actively soliciting MBE and WBE firms to perform work on the contract. The Good Faith Efforts form must contain contact information for not less than **five (5)** MBEs or WBEs.

- **Exhibit C.9:** Good Faith Efforts Form

A Compliance Plan may be rejected as non-responsive if the Concessionaire and/or General Contractor fail to submit one or more of the documents (**Exhibits C.7 – C.9**) with the response:

#### **PLEASE NOTE:**

**If a Concessionaire's and/or General Contractor's Compliance Plan fails to meet the Construction Program goals for MBE and WBE participation, the project will be delayed and not move toward a Pre-Construction Meeting until either the goal is satisfied or Good Faith Efforts have been demonstrated and approved.**

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## 5.16: City Resident Construction Worker Employment Requirement & Certified Payroll Requirements

The Concessionaire will provide each general contractor bidding on the project with a Compliance Plan and the "City Resident Construction Worker Employment Requirement" (**Exhibit C.10**) for use in the bid preparation process.

Once a project has been approved by CDA and construction has commenced, the following report must be submitted on a weekly basis by the General Contractor:

### City Resident Construction Worker Employment Requirement & Certified Payroll Requirements:

In accordance with the Municipal Code of Chicago 2-92-330 and Article 5 of the Concession Lease and License Agreement, "at least 50% of the total construction worker hours worked by persons on the site of the Work must be performed by actual residents of the City".

- **Exhibit C.10:** City Resident Construction Worker Employment & Certified Payroll Requirements

Additionally, the Concessionaire and General Contractor are required to submit monthly updates on the following per each project:

- 1) Monthly Update of Contractor Chicago Resident Requirements Report
- 2) Monthly Update of Minority Participation Report (MBE/WBE)

### **PLEASE NOTE:**

**If at any point during the construction phase of the project, there is a change in MBE or WBE participation, the CDA POC must be immediately notified.**

### **RESOURCE:**

To aid in outreach efforts to meet or exceed the City of Chicago's Construction Program goals of **26% MBE** and **6% WBE** participation, a list of City of Chicago certified MBE and WBE firms may be found at:

- [https://www.cityofchicago.org/city/en/depts/dps/supp\\_info/process\\_improvements.html](https://www.cityofchicago.org/city/en/depts/dps/supp_info/process_improvements.html)
- <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

**End of STEP 5**

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## STEP 6.0: Pre-Construction

### 6.1: Construction Contract Award and Permitting

Following approval of 100% CDs, the project is bid and construction contracts are awarded. It is necessary for the awarded contractor to apply for the required permits from the City of Chicago's Department of Buildings, and any other applicable state and federal authority. The Concessionaire must coordinate the method, process and schedule for the permit application submittals as well as coordinate conduction of final inspections. It is the Concessionaire's sole responsibility to follow-up on the permit issuance process. Note, the Description of Work on the permit must include the associated terminal (i.e. Terminal 2), the closest gate (i.e. E4), the project name and, if applicable CDA project number.

A list of permit required work is located on the Department of Buildings website. Please note that when a sign construction permit is required, it can only be obtained by a licensed sign contractor.

All Chicago Department of Buildings permit applications and submittals are fully electronic and available via the City's online system "E-Plan" at the following website: <http://www.cityofchicago.org/buildings>

### 6.2: Pre-Permitting Drawing Set Review and Response

The Concessionaire is required to respond to all review comments listed on the Review Comments Form throughout all design phases. The Concessionaire is to submit a Pre-Permitting Drawing Set for CDA review and approval prior to applying for the project required permits. If any or all review comments have not been incorporated into the Pre-Permitting Drawing Set, the set will not receive approval and/or no construction activities will take place until all review comments are incorporated.

### 6.3: Self-Certification

The Self-Certification Permit Program simplifies the building permit process for eligible residential, business and mercantile and small assembly projects where the Architect of Record takes full responsibility for code compliance. The Department of Buildings plan reviews are eliminated by allowing the Professional of Record to certify that the permit drawings comply with the Chicago Building Code. The Professional of Record must have prepared and sealed the permit drawings, completed DOB's Self-Certification Training Class, and hold an active Self-Certification registration. Structural work cannot be self-certified.

For more information please visit: [Chicago Dept. of Buildings Self Certification Program](#)

### 6.4: Pre-Construction Meeting

The Concessionaire POC shall request a Pre-Construction Meeting through CDA as directed in the final CDA review comments letter. CDA will arrange a Pre-Construction Meeting and notify the Concessionaire of the meeting time and location. At the Pre-Construction Meeting, the Concessionaire and their representatives should be prepared to answer any questions regarding the required documentation and the proposed construction. If applicable, the General Contractor must provide proof that the barricade graphic has been produced and is ready for installation; the barricade and graphic must be installed within the first 24 hours of construction. The Pre-Construction Meeting will **NOT** take place until MBE/WBE Compliance Plans have been reviewed and accepted by the CDA.

All Pre-Construction documents must be compiled and electronic copies sent to the CDA Coordinating Architect, Facilities, prior to scheduling the Pre-Construction Meeting. The Pre-Construction Meeting can be scheduled three (3) business days after the final pre-construction document is received.



At the conclusion of the pre-construction meeting, CDA will determine if the documentation and Concessionaire's response to any questions are complete and CDA will issue a letter authorizing construction to start.

## 6.5: Pre-Construction Documentation

It is the Concessionaire's POC's responsibility to compile and submit the required documentation in a timely manner in order to maintain the overall project schedule. Allow two (2) to four (4) weeks to acquire badging, vehicle permits, building permits and other necessary pre-construction documentation, identified below. Processes for all required Airport badges and permits must be completed for every employee and vehicle involved in the project before work begins. Construction will **NOT** begin until all required documentation has been submitted and reviewed by CDA Facilities.

Pre-Construction document submittal shall include the following: one (1) full size hardcopy set of stamped approved plans by the Department of Buildings; three (3) half size sets of stamped approved plans by the Department of Buildings; and one (1) PDF of stamped plans approved by the Department of Buildings.

The **Pre-Construction Documentation** includes the following:

**Exhibit D:** Pre-Construction Meeting Check List

**Exhibit D.1a & D.1b:** Pre-Construction Meeting Form (completed)

**Exhibit D.2:** FAA Approved 7460 Forms – FAA Letter of Determination

**Exhibit D.3:** Impact to CDA Security and TSA Approval

**Exhibit D.4:** Certificate of Insurance (COI)

**Exhibit D.5:** General Contractor Safety, CDA Construction Safety Manual & Safety Manager Credentials

**Exhibit D.6:** Safety and Security Plan

**Exhibit D.7 & D.8:** Incident Notification Plan

**Exhibit D.9:** Building Permit (example)

## 6.6: Logistics

The General Contractor must develop a logistic plan prior to the start of construction, and review the plan in the Pre-Construction Meeting. The logistic plan should identify the following:

- 1) **Hours of Construction are 10:00 PM to 5:00 AM**, unless approved otherwise by the CDA.
- 2) Obtain employee and vehicle badging, employer information and authorization form and permits, determine dumpster locations. (See **Exhibits D.10 & D.11**)
- 3) Identify dock location for deliveries. (See **Exhibit D.12 & D.13**)
- 4) Determine site access / Elevator matrix & maps (See **Exhibits D.14 - D.17**)
- 5) Vehicle Access Form - Airfield (See **Exhibit D.18**)
- 6) Plan haul routes of material to site and through terminal facility.
- 7) Create a detailed project schedule that identifies all work phasing.
- 8) Identify, if any building systems, that will be required to be shutdown.
- 9) Barricade and Graphic Plan (See **Exhibit D.19**)
- 10) All material storage and staging areas should be off site or within the barricaded concession area.

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O'Hare Pre-Construction Submittals should be sent via email to:

CDA Aviation Administration Building  
Attn: Coordinating Architect, Facilities  
Email: [Dorothy.Izewski@cityofchicago.org](mailto:Dorothy.Izewski@cityofchicago.org)  
cc: [Debra.Lyons@cityofchicago.org](mailto:Debra.Lyons@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

Midway Pre-Construction Submittals should be sent via email to:

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
Email: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
cc: [Felipe.Najar@cityofchicago.org](mailto:Felipe.Najar@cityofchicago.org)  
[mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)

### **6.7: Pre-Construction Meeting Attendance**

Attendance is mandatory at the Pre-Construction Meeting for all Concessionaire's construction partners. The following is a list of required attendees: Concessionaire and/or Owner's representative(s); General Contractor; Project Executive, Project Manager, Superintendent, and Safety Manager. Concessionaire's design consultant's attendance is optional. The CDA Concessions POC will notify all airport stakeholders necessary to attend the meeting.

### **6.8: Notice to Airport Users Form (eForm)**

For all construction projects, the Concessionaire is required to submit a Notice to Airport User Form. The Concessionaire shall register or login to the online Notice to Airport Users Form at <https://eforms.cityofchicago.org/uforms> and create a project start up form indicating scope, start and completion dates. Additional User Forms required during the course of construction will be discussed at the Pre-Construction Meeting. All User Forms must be submitted at least three (3) business days in advance of the anticipated start of construction to allow adequate time for review. Select the link below to learn more about how to submit a Notice to Airport Users Form for O'Hare International Airport and Midway International Airport.

[ORD Quick Reference Guide](#)  
[MDW Quick Reference Guide](#)

**End of STEP 6**

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## STEP 7.0: Construction Inspections & Compliance

### 7.1: Construction Administration

All permits, user forms, emergency contact directory, and construction alerts shall be prominently displayed on the exterior of the barricade in a locked glass display cabinet 30" high by 36" wide approved by the CDA. One full size stamped set of drawings and the original permit must be kept on site at all times.

### 7.2: Building Inspections

Department of Buildings Inspection Bureau will be conducting inspections throughout construction. Contractors must request inspections of ventilation, electrical, plumbing, and new construction on all projects with issued building permits, regardless of scope, for both rough and final inspections. Failure to request these inspections may result in suspension or revocation of the permit and issuance of citations by the Chicago Department of Buildings, for violation of licensing requirements against the General Contractor and subcontractors.

Chicago Department of Buildings inspections shall be scheduled via the on-line inspection scheduling system at [www.cityofchicago.org/buildings](http://www.cityofchicago.org/buildings). All requests for rough and final Chicago Department of Buildings inspections should be requested fourteen (14) working days in advance.

If needed, contact the Department of Buildings Inspection Bureaus by phone as listed below:

- Ventilation Department – (312) 743-3573
- Electrical Department – (312) 743-3622
- Plumbing Department – (312) 743-3572
- New Construction Department – (312) 743-3531

In addition, contractors must offer the terminal manager and building engineer an opportunity to perform an inspection at demolition, rough, and final phases. The Concessionaire shall contact the CDA Concessions POC to coordinate these inspections.

### 7.3: Chicago Department of Public Health Inspections and Liquor License

Retail food establishments are required to provide a building license which triggers a health inspection to be conducted by the Chicago Department of Public Health. Concessionaires applying for a liquor license require a separate inspection coordinated by the Business Affairs and Consumer Protection Department, in addition to the Department of Buildings inspections. For both inspections, allow one (1) to three (3) weeks to schedule and obtain a final Health Inspection and Certificate.

Please note, the construction barricade cannot be removed until applicable licenses and inspections are complete and supporting documentation supplied to CDA POC.

For Chicago Department of Public Health visit their website at: <https://www.cityofchicago.org/city/en/depts/cdph.html> or call (312) 747-9884.

For Business Affairs and Consumer Protection Department information visit their website at: <https://www.cityofchicago.org/city/en/depts/bacp/provdrs/bus.html> or call (312) 744-6249.

### 7.4: Weekly Certified Payroll Reports

During construction, the General Contractor shall submit weekly certified payroll to the extent dictated in the **Concessionaire's Lease and License Agreement**. (See **Exhibit C.10**)

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## 7.5: Safety and Security Plan

All contractors and subcontractors and the work they perform are subject to the CDA Construction Safety Manual. Each project requires an onsite full time Safety Manager who is solely responsible to monitor job site safety and security (See **Exhibit D.5 for more details**).

Please refer to link below:

[CDA Construction Safety Manual](#)

The CDA Safety Department will perform site safety walkthroughs during construction to ensure all work is being performed per the CDA Construction Safety Manual. CDA Safety and the CDA POC have the authority to stop work if unsafe conditions or practices are observed.

## 7.6: Demolition

Prior to demolition, pre-construction photos must be taken, documenting all of the existing conditions. Failure to provide photo documentation of the existing conditions before construction will result in the contractor and Concessionaire assuming responsibility for all damages and perceived damage to existing base building materials. Damaged materials must be repaired or replaced at contractor and/or Concessionaire expense. Once demolition is complete, the CDA terminal manager, the CDA building engineer, and CDA POC shall perform a site inspection prior to the start of construction.

Core drilling, cutting of floors, walls or roofs may be required for tenants needing plumbing and/or additional mechanical HVAC provisions. Under no circumstances shall the Concessionaire or its contractor(s), at any time be permitted to drill or cut conduit, pipe sleeves, chases or duct equipment openings in the floor, columns, walls or roofs of the structure without prior review and acceptance of the proposed locations and sizes by the CDA's structural consultant. The Concessionaire is required to x-ray or scan the area prior to beginning work utilizing a 3D ground penetrating radar and will provide a copy of x-ray / scan results to CDA. Scan / x-ray to be submitted via eForm three (3) business days prior to performing coring or drilling work.

## 7.7: Construction Meetings and Reporting

During construction, the General Contractor is required to provide the following project documentation and electronic documentation to the CDA Concessions POC.

- 1) Conduct a weekly, project Owner, CDA POC, Contractor coordination meeting at an agreed location (project site or POC conference room).
- 2) Provide at least three (3) photos taken daily to document in-progress installation of materials.
- 3) Provide weekly, a summary report describing the progression of the work and attach the daily photos.
- 4) Provide a revised three (3) week "Look Ahead" construction task schedule (CDA Design and Construction / CDA Concessions will determine if applicable to a given project).
- 5) Provide a revised overall schedule when necessary.

## 7.8: Non-Compliance and Unauthorized Construction

Non-compliance or construction that deviates from the approved permit documents without CDA's prior written approval may be just cause for CDA to order work stoppage until corrective measures are taken and compliance is obtained. Any cost or claims due to this work stoppage shall be borne by the Concessionaire and the General Contractor.

**End of STEP 7**

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## STEP 8.0: Construction Completion

### 8.1: Substantial Completion Notification

The General Contractor shall notify the CDA POC a minimum of seven (7) business days prior to the anticipated substantial completion date to request a site inspection project completion walk through. The construction space must be clean and all tools and surplus materials must be removed from the site or the walk through will be canceled. Mandatory attendance at the walk through includes: Concessionaire and/or Owner's Representative(s), the Concessionaire's design consultants; General Contractor: Project Executive, Project Manager and Superintendent. The CDA POC will notify the CDA terminal manager, the CDA building engineer, the CDA Project Manager, and any other attendees identified during the Pre-Construction meeting or as deemed necessary.

### 8.2: Final Walk Through and Punch List

At the substantial completion walk through, the General Contractor will conduct a brief meeting to distribute and discuss the punch list items that they have identified and the proposed date of substantial completion. The General Contractor and Concessionaire must show proof of all final Building and Health inspections, Certificate of Occupancy, Business and Liquor licenses and Certificate of Insurance.

All attendees will examine the completed construction and develop a punch list of items that are unfinished and require further work. After all attendees have completed the walk through, the parties will reassemble to discuss their punch list items with the Concessionaire and General Contractor.

Depending on issues presented, CDA will determine which option below is acceptable.

#### ***For Retail Concessions:***

- (1) Concessionaire may proceed to stocking their concession and open, while non-critical punch list repairs continue.
- (2) Concessionaire may stock their concession but cannot open until the identified critical punch list items are corrected.
- (3) Concessionaire may NOT stock their concession or open until the identified critical punch list items are corrected.

#### ***For Food and Beverage Concessions:***

- (1) Concessionaire may proceed to furnish and prep their food and beverage, while non-critical punch list repairs continue.
- (2) Concessionaire may begin training staff in anticipation of a soft opening after the facility is adequately prepped.
- (3) The Concessionaire may NOT prep their facility until the identified critical punch list items are corrected.

Within five (5) business days after the substantial completion walk through, the CDA POC will issue via e-mail, a composite formal punch list. This list will be distributed to all parties invited from the substantial completion walk through.

**Please note the construction barricade may not be removed without explicit approval from CDA Concessions.**

The General Contractor is to complete the punch list items within thirty (30) business days of the initial walk through or as dictated in the **Concessionaire's signed Lease and License Agreement**.

**If after thirty (30) business days, the punch list items remain incomplete CDA may elect to:**

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## STEP 8.0: Construction Completion

### 8.1: Substantial Completion Notification

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### 8.2: Final Walk Through and Punch List

At the substantial completion walk through, the General Contractor will conduct a brief meeting to distribute and discuss the punch list items that they have identified and the proposed date of substantial completion. The General Contractor and Concessionaire must show proof of all final Building and Health inspections, Certificate of Occupancy, Business and Liquor licenses and Certificate of Insurance.

All attendees will examine the completed construction and develop a punch list of items that are unfinished and require further work. After all attendees have completed the walk through, the parties will reassemble to discuss their punch list items with the Concessionaire and General Contractor.

Depending on issues presented, CDA will determine which option below is acceptable.

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- (2) Concessionaire may stock their concession but cannot open until the identified critical punch list items are corrected.
- (3) Concessionaire may NOT stock their concession or open until the identified critical punch list items are corrected.

#### ***For Food and Beverage Concessions:***

- (1) Concessionaire may proceed to furnish and prep their food and beverage, while non-critical punch list repairs continue.
- (2) Concessionaire may begin training staff in anticipation of a soft opening after the facility is adequately prepped.
- (3) The Concessionaire may NOT prep their facility until the identified critical punch list items are corrected.

Within five (5) business days after the substantial completion walk through, the CDA POC will issue via e-mail, a composite formal punch list. This list will be distributed to all parties invited from the substantial completion walk through.

**Please note the construction barricade may not be removed without explicit approval from CDA Concessions.**

The General Contractor is to complete the punch list items within thirty (30) business days of the initial walk through or as dictated in the **Concessionaire's signed Lease and License Agreement.**

**If after thirty (30) business days, the punch list items remain incomplete CDA may elect to:**

- 
- Impose a fine of \$200 per item, per day, until the work is finished.

If after sixty (60) business days, the punch list items remain incomplete CDA may elect to:

- Hire contractors to complete the work at the Concessionaire's expense.

### 8.3: Business License and Certificate of Insurance

Prior to opening, the Concessionaire must obtain a Business License from the City of Chicago Business Affairs & Consumer Protection Department (BACP) City Hall, Room 805, 121 N. LaSalle St, 60602.

Concessionaire is also responsible for providing a current Certificate of Insurance per **Article 8** and **Exhibit 8** of the Concession Lease and License Agreement.

For Business License and Certificate of Insurance information visit their website at:  
<https://www.cityofchicago.org/city/en/depts/bacp/provdrs/bus.html> or call (312) 744-6060.

### 8.4: Open for Business

After written approval has been obtained from CDA Concessions, the construction barricade may be removed the evening prior to the concessions' opening.

- Please refer to the 'Airport Concessions Handbook' for other operational procedures as dictated in the **Concessionaire's signed Lease and License Agreement.**

**End of STEP 8**

## STEP 9.0: Project Closeout and Warranty

### 9.1: Close Out Documents

The Concessionaire's architect and engineer of record must transmit to the CDA Coordinating Architect, Design and Construction, as dictated in the **Concessionaire's signed Lease and License Agreement [within thirty (30) days]**, all architectural and engineering "As Built Documents". The items listed below are required to support maintenance of accurate facility records and future construction:

- 1) Two (2) full size hard copies of As-Built Documents
- 2) Two (2) CD/DVD of CAD files either in AutoCAD or Micro Station format
- 3) Two (2) CD/DVD of all image files in PDF format
- 4) Two (2) PDFs of finalized SAM™ Construction Checklist
- 5) Two (2) PDFs of all Operating and Maintenance Manuals (O&M Manual) for equipment being maintained by the CDA [If Applicable]
- 6) Two (2) PDFs of specification
- 7) Two (2) PDFs of the Building Permit (both sides) with all required rough and final inspection sign-offs
- 8) Two (2) PDFs of the preventative maintenance schedule listing [If Applicable]:
  - (a) the systems and equipment that require preventative maintenance
  - (b) scope of maintenance to be performed
  - (c) frequency
  - (d) which entity is responsible for maintenance
- 9) One (1) PDF of the Concessionaire's certified statement detailing the final improvement costs, including change orders.
- 10) One (1) PDF containing the Concessionaire's Sworn Statement of Improvement Costs, including all final lien waivers.
- 11) One (1) PDF containing the General Contractor's Sworn Statement of Improvement Costs, including all final lien waivers.
- 12) Business License
- 13) Health Inspection License [If Applicable]

Closeout and Warranty documents should be both emailed and hard copies sent for O'Hare and Midway Airport projects, see address below:

#### O'Hare International Airport Contacts

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-6626  
Email: [Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
cc: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

#### Midway International Airport Contacts

CDA Aviation Administration Building  
Attn: Coordinating Architect, Design and Construction  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-686-7091  
Email: [Dominic.Garascia@cityofchicago.org](mailto:Dominic.Garascia@cityofchicago.org)  
[Roger.Reeves@cityofchicago.org](mailto:Roger.Reeves@cityofchicago.org)  
cc: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)



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## 9.2: Contractor's Warranty

The General Contractor warrants to the City of Chicago and CDA that the work, materials, and equipment furnished and installed under the contract are of good quality and new, and that the work conforms to the requirements of the contract documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications, improper or insufficient maintenance and operation, or normal wear and tear, and normal usage, not executed by the contractor.

## 9.3: Manufacturer's and Equipment Warranty

The General Contractor must ensure that all required manufacturer's warranties are passed on to the CDA. The contractor's warranty must include the name of the project as designated in the contract documents, project reference number and must be signed by an officer of the company having authority to provide the warranty. Include wording such as "this document serves as a (list duration of the warranty) written guarantee for the work performed, and the material and equipment installed on the above referenced project. This warranty incorporates all provisions of the contract documents that refer or relate to the guarantee. This warranty will commence on the date of the store opening."

During the warranty period, the Contractor must repair and replace at its own expense, all materials or equipment that may develop defects whether these defects may be inherent in the equipment or materials, in the functioning of the piece of equipment, or in the functioning and operation of pieces of equipment operating together as a functional unit. Any equipment or material, which is repaired or replaced, will have the warranty period extended for a period of one additional year from the date of the last repair.

## 9.4: Final Notice to Airport Users Form

After the punch list is complete, the General Contractor shall close out the Notice to Airport Users Form by electronically attaching a PDF of the all permits, front and back sides showing the inspector sign-offs. Enter the last day the punch list was completed, and the anticipated submittal date of the General Contractor redlined drawings. Two copies of the redlined drawings must be submitted to the CDA within thirty (30) days of the completion walk through.

## 9.5: Final SAM™ Checklist

If applicable, the Concessionaire must submit a final construction SAM™ Checklist that incorporates information on final quantities, contractor submittals, and other SAM™-related data that is incorporated during the construction phase. The Sustainable Review Panel (SRP) will evaluate the final SAM™ checklist and as recognition for participation in the SAM™ Checklist, a Green Airplane Certification will be awarded to the Concessionaire.

**End of STEP 9**

## STEP 10.0: Supplemental Exhibits

These Guidelines should be read in conjunction with the Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits) and referenced with the Concessionaire Design Guidelines.

Please refer to links below:

[Concession Projects \(C-SOP Exhibits\)](#)

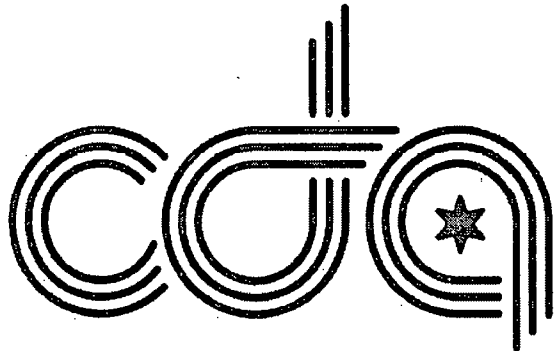
[ORD Concessionaire Design Guidelines](#)

[MDW Concessionaire Design Guidelines](#)

**End of STEP 10**

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP)



**CHICAGO  
DEPARTMENT  
OF AVIATION**

# Design and Construction Standard Operating Procedures

## **Concessions Projects (C-SOP Exhibits)**

O'Hare International Airport  
Midway International Airport

Chicago Department of Aviation  
Revised October, 2017

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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

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## Exhibit 1: O'Hare International Airport Official Addresses & Site Map

When developing the design documents and/or applying for **ANY** type of permit for construction at **O'Hare** the following is the Officially Recognized Address:

**O'Hare International Airport**  
11601 West Touhy Avenue  
Chicago, Illinois 60666

No other addresses will be recognized or accepted by the Department of Buildings when submitting for a permit.

**Please note: The Pin # for O'Hare is 12-08 100-006-8001**

### O'Hare International Airport Core Area Building Numbers:

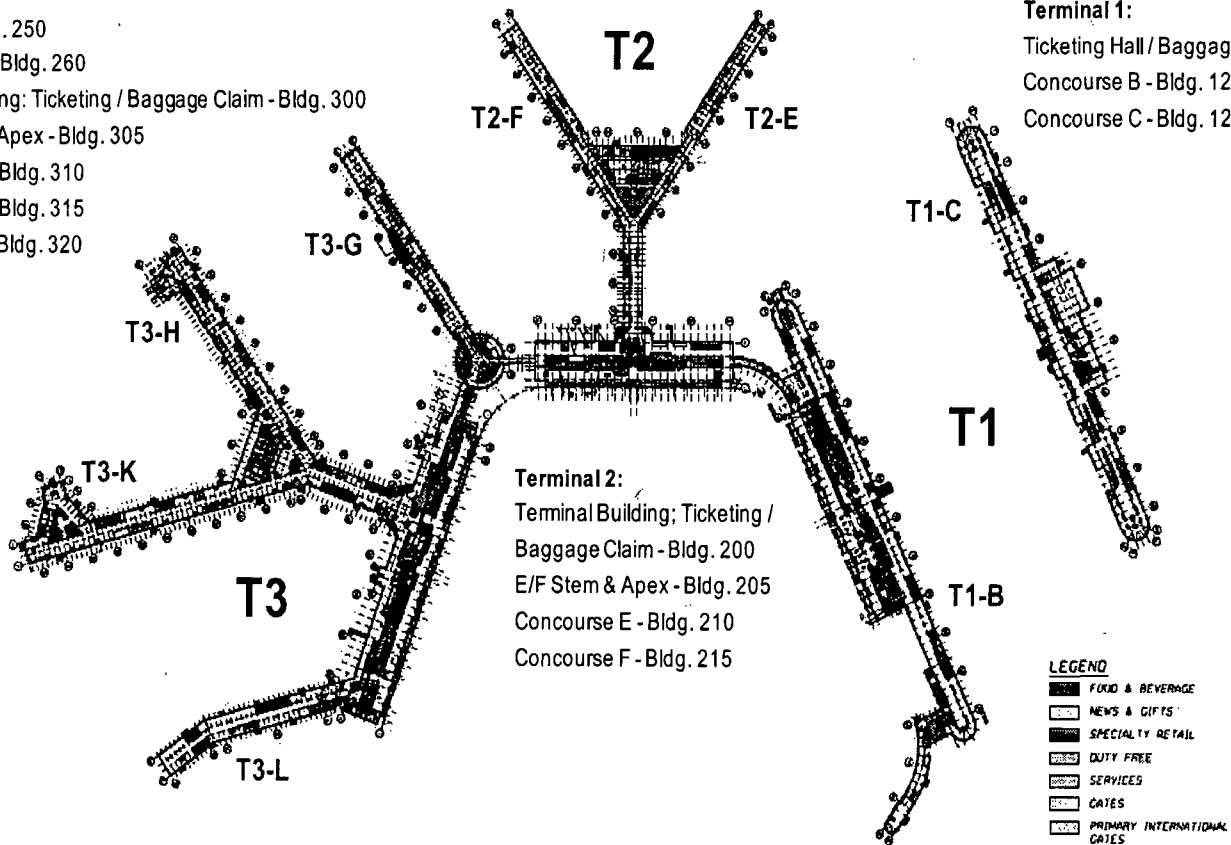
The following Building Numbers apply only to the buildings listed below. If other building numbers are needed the consultant should contact the Department of Aviation Project Manager.

#### Terminal 3:

- Rotunda - Bldg. 250
- Concourse G - Bldg. 260
- Terminal Building: Ticketing / Baggage Claim - Bldg. 300
- H/K Stem and Apex - Bldg. 305
- Concourse H - Bldg. 310
- Concourse K - Bldg. 315
- Concourse L - Bldg. 320

#### Terminal 1:

- Ticketing Hall / Baggage Claim - Bldg. 121
- Concourse B - Bldg. 122
- Concourse C - Bldg. 126



## Exhibit 2: Midway International Airport Official Addresses & Site Map

When developing the design documents and/or applying for **ANY** type of permit for construction at **Midway** the following is the Officially Recognized Address:

**Midway International Airport**  
5700 South Cicero Avenue  
Chicago, Illinois 60638

No other addresses will be recognized or accepted by the Department of Buildings when submitting for a permit.

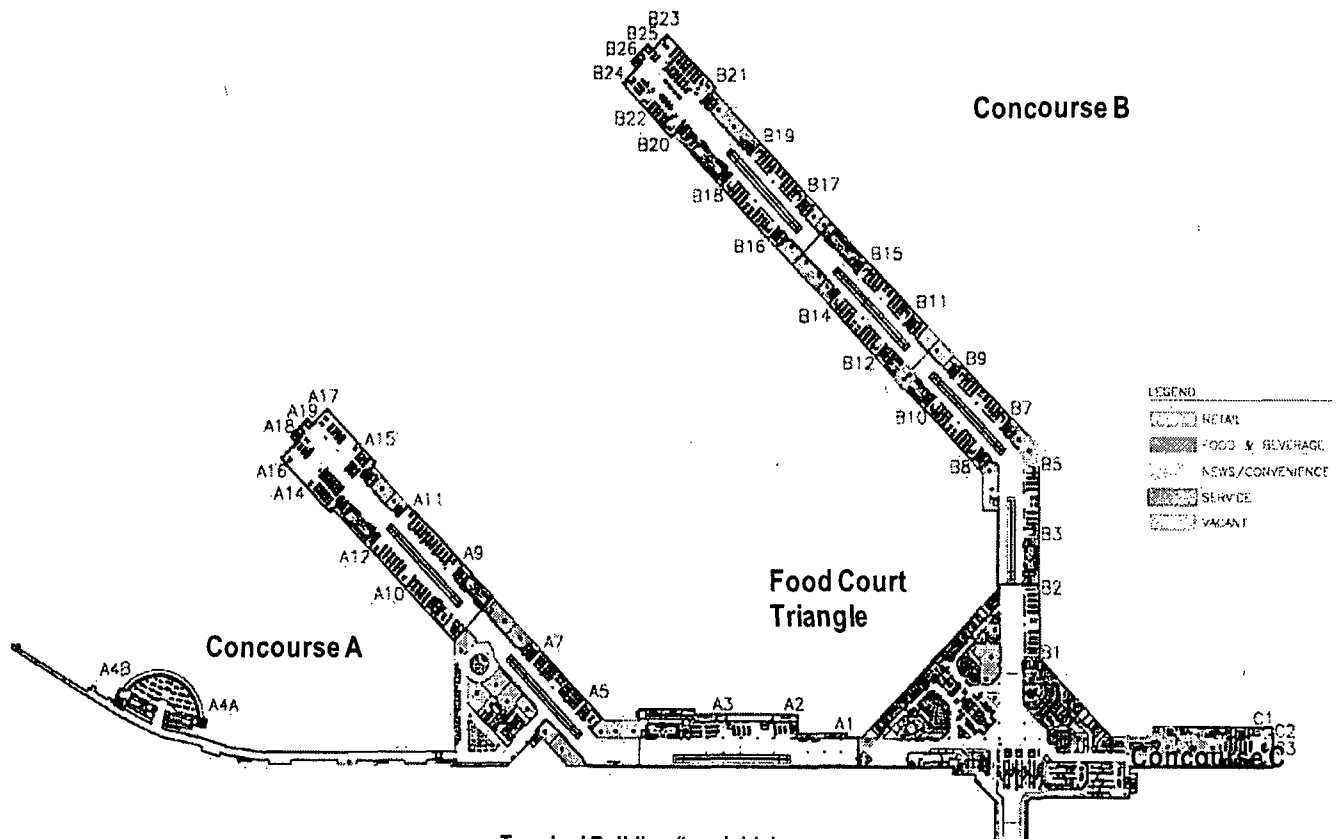
**Please note: The Pin # for Midway is 19-16 100-002-8001**

### Midway International Airport Core Area Building Numbers:

The following Building Numbers apply only to the buildings listed below. If other building numbers are needed the consultant should contact the Department of Aviation Project Manager.

#### Terminal Building (Airside):

Food Court Triangle and Concourses A, B & C - Bldg. 12



#### Terminal Building (Landside):

Ticketing and Baggage Claim - Bldg. 27

## Exhibit A: Project Initiation Letter Submittal Check List

An electronic form can be found here:

[Project Initiation Letter Submittal Check List Form](#)

The following indicates the minimum requirements of the Project Initiation Letter Submission (incomplete submittals may delay your project schedule):

- 1. Concessionaire's Point of Contact (POC) name(s), phone number(s) and email(s)
- 2. Concessionaire's Architectural/Engineering firm's (if applicable) POC name(s), phone number(s) and email(s)
- 3. Narrative of the Intended Project Scope including architectural and engineering work
- 4. Response to CDA's Phase 1 comments
- 5. Photos of the Current Conditions of the Project Location (showing adjacencies / provide at least 6 photo attachments)
- 6. Proposed Location Key Plan (if project is within the terminal facilities, show column lines, tenant lease line, and adjacencies within 3 to 5 bays, in addition to clearly identifying impacts to others)
- 7. List of all items that need to be relocated by others (CDA or adjacent tenant) in order for the project to be built (advertising, phones, vending devices, internet kiosks, charging stations, AED's, fire extinguishers, CDA signage, public address speakers, mechanical/electrical/plumbing equipment, etc.)
- 8. Provide an existing and proposed Lease Outline Drawing (LOD); clearly identify if the lease line is proposed to change. Show dimensions and area of the LOD's
- 9. Schematic Design Colored perspectives, Demolition, Architectural and Engineering (when applicable) drawings defining the basic parameters of the project and any impact to airport base building:
  - o One (1) full size hard copy
  - o Two (2) half size copies (min 11" x17")
  - o One (1) CD with PDFs of drawings
- 10. Structural calculations (if required)
- 11. Estimated Construction Cost
- 12. Preliminary Project Schedule including the appropriate time frame for CDA's review and response per the Design section in this SOP
- 13. Indication if this is going to be a self-certified project
- 14. Indication if this is the first time the designer has performed work at either ORD or MDW
- 15. Indicate if any Mechanical / Electrical / Plumbing / Structural / Fire Protection to base building will be impacted.
- 16. Indicate if there is anything in the project that will require maintenance from CDA post construction

### Other Information

- The checklist is to be turned in to CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.
- Re-attach "Response to Project Initiation Letter" when uploading to eForms

### CDA designated representative signature of review:

Name & Date

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

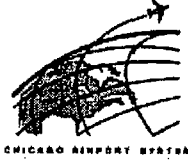
## Exhibit B: ProjectWise Access Request Form Concessions

**PLEASE NOTE:**

CDA Design and Construction / CDA Concessions will determine if Step 4 is applicable to a given project.

An electronic form can be found here:

[ProjectWise Access Request Form Concessions](#)



### PROJECTWISE ACCESS REQUEST FORM CONCESSIONS

Concessions A/E Name: \_\_\_\_\_

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

Project Number: \_\_\_\_\_

Employee(s) Name:	Employee(s) Email:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Project's Digital Design Coordinator (DDC): \_\_\_\_\_

DDC's Signature: \_\_\_\_\_

Date of Request: \_\_\_\_\_

Submit this form via email to the ProjectWise Administrator:  
Anthony Lewandowski, [anthony.lewandowski@ch2m.com](mailto:anthony.lewandowski@ch2m.com)

Revised 09/2016



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## Exhibit B.1: ProjectWise Access Welcome Letter Concessions

### PLEASE NOTE:

CDA Design and Construction / CDA Concessions will determine if Step 4 is applicable to a given project.

### ProjectWise Welcome Letter - Concessions

Welcome to Concessions ProjectWise (PW) access. Below is a breakdown on information and file location of items that you will need to facilitate your design.

#### ProjectWise General Information

##### **Digital Design Coordinator:**

Your design team has previously identified a Digital Design Coordinator (DDC) for this Project on the ProjectWise Access Form. Please review and understand the DDC responsibilities as stated in the CADD Manual. The DDC will be the contact point for all communications about ProjectWise and CADD for this Project.

##### **Installation of ProjectWise Explorer:**

Although there is a web version of ProjectWise, it has limited capabilities and it will be necessary to have at least one version of ProjectWise Explorer installed locally. You can use your credentials to login into the web version at [pw.ohare.com](http://pw.ohare.com). The msi file ProjectWise is in \Documents\OMP CADD Standards\Documentation\. Download the msi file and use the installation guide to insure you configure ProjectWise Correctly.

##### **User Accounts:**

All user accounts will be set up with the following credentials for access to the Completion Phase:

- User ID: {first initial}{last name}
- Password: {first initial}{last name}

All user accounts will be set up with the following credentials for access to the Drawing Repository:

- User ID: XXXXX
- Password: XXXXX

You are responsible for insuring that all users change their password to a unique strong password. A user account will only be created when a ProjectWise Access Form is submitted.

#### Concessions ProjectWise Location:

CDA Design Standards – Repository\Documents\Design Standards\CDA Design Standards\ OMP  
Drawing Repository – Repository\Documents\OMP Drawing Repository\

Drawings

Specifications

Reviews Reports

Correspondence

#### **Should you require further PW assistance contact:**

- Jon Archer phone: 773-462-7514 or email: [jon.archer@ch2m.com](mailto:jon.archer@ch2m.com)
- Anthony Lewandowski phone: 773-462-7509 or email: [anthony.lewandowski@ch2m.com](mailto:anthony.lewandowski@ch2m.com)



## Exhibit C: 30% Schematic Design (SD) Submittal Check List

An electronic form can be found here:

[30% Schematic Design \(SD\) Submittal Check List Form](#)

The following indicates the minimum required information and attachments to be included in the Schematic Design Submission:

- 1. Project Initiation letter describing the nature and scope of the project
- 2. Proposed project schedule identifying design and construction timeline
- 3. Approximate project cost
- 4. Key lease plan showing the location of premises, identified by column lines, within the terminal
- 5. Existing space Lease Outline Drawing (LOD) plan drawing with corresponding square footage identified
- 6. New space (LOD) plan drawing identifying the new proposed Square Footage
- 7. Verify existing conditions [MEP/ FP/ Equip. Schedule] along with a min. of 6 photo attachments
- 8. Indicate existing & proposed information technology (IT) upgrades / additions
- 9. Circulation / Queuing plan showing all passenger movements in the immediate vicinity of the premises
- 10. Adjacencies and dimensions to fixed construction in the immediate vicinity
- 11. Preliminary Floor Plan (include storage, back of house and/or broom closet)
- 12. Preliminary Reflected Ceiling Plan
- 13. Proposed merchandising plan, include fixture layout and product displays
- 14. Color perspective or elevation of proposed storefront design with signage
- 15. Sample board of proposed materials, colors, finishes and furnishings
- 16. Indicate Barricade Tier Plan (please refer to CDA Concessions SOP)
- 17. Sam™ Checklist (if applicable)

### Other Information

- The checklist is to be turned in to CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

### CDA designated representative signature of review:

\_\_\_\_\_  
Name & Date

## Exhibit C.1: CDA Standard Electronic Copy Document Request Form

An electronic form can be found here:

CDA Standard Electronic Document Request Form



### CHICAGO DEPARTMENT OF AVIATION STANDARD ELECTRONIC COPY DOCUMENT REQUEST FORM

<b>DATE:</b>		<b>Please release these documents to:</b>
<b>FROM:</b>	<b>Tenant Name:</b>	<b>Architect/ Engineer:</b>
	<b>Title:</b>	<b>Title:</b>
	<b>Department:</b>	<b>Company:</b>
	<b>Phone Number:</b>	<b>Phone Number:</b>
	<b>E-Mail:</b>	<b>E-Mail:</b>
<b>TO:</b>	<b>Alex Leon</b> Deputy Commissioner Design / Construction Division Chicago Department of Aviation Phone: 773-686-3489 Fax: 773-686-6635	<b>Jeffrey Redding</b> Deputy Commissioner Safety & Security Division Chicago Department of Aviation Phone: 773-686-2397 Fax: 773-686-8309
	(Approval Signature)	(Approval Signature)

**CDA PROJECT NUMBER: (if known)**

**PROJECT TITLE:**

**Request** ARCHIVE DOCUMENTS / DRAWINGS REQUEST (State reason for request, New CDA Project #,  
**Details:** Archival Project Number, if known, location, etc. Submit request to CDA Point of Contact)

**CDA POINT OF CONTACT:**  
**CDA POINT OF CONTACT Phone Number:**

**Cc:** Frank Grimaldi, Jr.  
Tim Morgan (for Design & Development)  
Roger Reeves (for Architecture)  
CDA Point of Contact  
Rene Moya (CADD Services)  
Miguel Romo (Document Control)

## Exhibit C.2: Designer's Request For CDA Design Standards Variance Form

An electronic form can be found here:

[Designer's Request for CDA Design Standards Variance Form](#)



Aviation Administration Building  
10510 W. Zemke Circle  
Chicago, Illinois 60666

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### DESIGNERS REQUEST FOR CDA DESIGN STANDARDS VARIANCE

Project Name:

Project Number:

Specification Reference:

Drawing Reference:

Design Standard to be altered:

Designer of Record:

Subconsultant (as applicable):

Rationale for Design Standards Variance:

Cost Implications:

Effect to any other Scope of Work:

Code/Permit Implications:

O&M Implications:

Designer must submit redlined Specification and associated side by side comparison of data for Standard vs. Proposed Variance. Exhibits attached to this request:

CDA Technical Advisor approval signature:

CDA Representative approval signature:

## Exhibit C.3: 60% Design Development (DD) Submittal Check List

An electronic form can be found here:

[60% Design Development \(DD\) Submittal Check List Form](#)

The following indicates the minimum requirements of the Concessionaire's Design Development Submission (incomplete submittals may delay your project schedule):

### General

- 1. Response letter to the 30% Schematic Design CDA submittal comments
- 2. Proposed cost of the improvements
- 3. Proposed updated project schedule
- 4. All designs must comply with Chicago building codes and ADA requirements
- 5. Sam™ Checklist (if applicable)

### Architectural

- 1. Key Plan showing the location of the Premises within the Airport
- 2. Code Matrix Analysis indicating applicable compliance reference sections and diagrams
- 3. Existing LOD plan to include circulation and queuing diagram showing all passenger movements in the immediate vicinity of the premises
- 4. New LOD plan to include circulation and queuing diagram showing all passenger movements in the immediate vicinity of the premises
- 5. Barricade plan including details, graphics and elevations
- 6. Ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 7. Dimensioned Floor Plan(s) showing interior design including materials, finishes and merchandising fixture layout
- 8. Interior wall elevations showing materials, heights, locations of feature elements
- 9. Reflected Ceiling Plan(s) showing ceiling materials, various heights, location and type of all light fixtures and other mechanical, electrical, fire protection, and other ceiling mounted devices
- 10. Storefront elevation and section showing storefront concept including graphics and signage, materials and finishes
- 11. Sample board (if materials and finishes are revisited from the Preliminary Submission)
- 12. Location of security grilles and concealed pockets
- 13. Fixture cuts of all proposed lighting, furnishings, diffusers, grilles, sprinkler heads and accessories

### Structural (If Applicable)

- 1. Drawings indicating size and location of all intended means of seismic restraint for all code required applications and all applicable structural calculations
- 2. Drawings and specifications for elements of fixtures or construction applying atypical point loads to the base building structure
- 3. Drawings indicating size and location of all intended floor or roof penetrations

### Mechanical/ Heating, Ventilating and Air Conditioning

- 1. Mechanical Check List; Refer to Exhibit C.5
- 2. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 3. Floor plans showing, fan coil or VAV units, duct layout, size and manufacturer of grilles and diffusers, thermostats where applicable
- 4. Specifications and fixture cuts

## Exhibit C.3: 60% Design Development (DD) Submittal Checklist Cont'd.

- 5. Heat gain/loss calculations based on existing conditions and new operational requirements
- 6. Venting, make-up air requirements
- 7. Mechanical equipment schedules per City of Chicago building code requirements
- 8. Mechanical and electrical design including base building modifications
- 9. Mechanical and electrical design loads including anticipated exhaust system CPM

### Electrical

- 1. Electric meter room locating plan; identify meter number
- 2. Data and communication room plan
- 3. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 4. Floor plan showing electrical requirements. Include single line distribution diagram
- 5. Emergency lighting plan
- 6. Fixture schedule showing quantity and watts for each fixture
- 7. Special lighting, i.e. signs, logo, etc.
- 8. Specifications of fixtures
- 9. Total electrical demand and connected loads, service location and size of transformer (if required)
- 10. Completed table of electrical loads
- 11. Electrical Check List; Refer to Exhibit C.4

### Plumbing

- 1. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 2. Floor plan of services
- 3. Specifications and fixture cuts
- 4. Venting and back flow preventer location and requirements
- 5. Riser diagrams showing water meter location

### Sprinkler and Fire Protection

- 1. Sprinkler distribution changes, head layout and hydraulic calculations (if applicable)
- 2. Heat baffles (if applicable)
- 3. Fire extinguisher locations

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### Other Information

- The checklist is to be turned in to CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

---

### CDA designated representative signature of review:

\_\_\_\_\_

Name & Date

## Exhibit C.4: Electrical Check List

An electronic form can be found here:

[Electrical Check List Form](#)

The following indicates the minimum electrical technical design item requirements of the Design that should be shown on all tenant designs in draft form beginning at 60% Design Development and 90% Construction Documents (incomplete submittals may delay your project schedule):

- 1. Review total electrical load calculations to determine if the electrical service to the newly remodeled space is adequate for the required loads. Identify in an electrical summary, a schedule of all existing electrical devices and loads, and all new or reused electrical devices and loads
- 2. Identify the location of electrical equipment and meter room; list meter service number
- 3. Submit a Load Letter to Com Ed requesting a separately metered electrical source for tenant or concession work. City provided services do not require a separately metered source of power. A copy of the standard Load Letter needs to be provided
- 4. Check and coordinate loads shown on electrical power plans against mechanical, plumbing, fire protection, and/or architectural equipment lists
- 5. Lighting fixture schedules should show the voltage and input watts of each fixture
- 6. Complete panel schedules should be shown. Update existing panel schedules with updated circuit information
- 7. Review circuiting designations of all electrical equipment including mechanical, IT, lighting fixtures and receptacles, circuit loading allowed per the Chicago Electrical Code
- 8. Balance loads on phases of all new panel boards to within 5% of each other
- 9. Place this note on all design review submittals: "The design shall be in accordance with the requirements of the Chicago Electrical Code, Chicago Department of Aviation Design Specifications, and Chicago Airport Systems, Design and Construction Standards, and CDA C-SOP for Design and Construction"
- 10. Utilize Energy Saving devices per the direction given in the Sustainable Airport Manual (Devices carrying the "Energy Star" rating usually qualify)
- 11. Provide enough detail on electrical demolition drawings so that contractors can submit accurate bids
- 12. Check coordination between architectural reflected ceiling plan and electrical lighting plan
- 13. Check coordination between mechanical ceiling plan and electrical lighting plan
- 14. Check coordination between architectural mill work plan and electrical power and receptacle plan
- 15. A separate emergency lighting and exit plan should be provided in accordance with City of Chicago Bureau of Fire Prevention requirements. Show all exit signs, fire alarm pull stations, strobes, horns, speakers (if required), etc
- 16. Electrical lighting switches and receptacles shall be installed in accordance with ADA and "Mayor's Office for People with Disabilities" requirements
- 17. Make sure all drawings have proper building column line designations, north arrow directional information, and key plan, in coordination with the architectural plans submitted
- 18. One line diagram (from Source to End Panel) and associated elevations of equipment shall be provided
- 19. Provide Short Circuit Interrupting Ratings of all Over Current Protective Devices specified
- 20. A site visit to the facility prior to beginning the design phase is required
- 21. Lighting fixtures and PA speakers shall be Chicago Plenum Rated if installation in a plenum ceiling is required
- 22. The design should account for voltage drop in main feeders and branch circuits. Comply with Chicago Electrical Code requirements

### Other Information

- The checklist is to be turned into CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

### CDA designated representative signature of review:

Name & Date

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)



## Exhibit C.5: Mechanical, Fire Protection & Plumbing Components Check List

An electronic form can be found here:

[Mechanical, Fire Protection & Plumbing Components Check List Form](#)

The following indicates the minimum mechanical technical design item requirements of the Design that should be shown on all tenant designs in draft form beginning in Phase 3: 60% Design Development and in Phase 4: 90% Construction Documents (incomplete submittals may delay your project schedule):

### General

- Verify Design is in accordance with All Codes, Chicago Codes & CDA Standards
- Comply with CDA Design & Construction Standards, Part 5,- Mechanical (M, P & FP)
- Existing pneumatic VAV boxes controls should be converted to DDC-Type VAV boxes

### Mechanical

- 1. Testing, Adjusting, and Balancing (TAB) Mechanical HVAC Tenant System(s) BEFORE to confirm existing data available & AFTER to document the existing/altered HVAC systems data vs required Tenant Design Requirements.
- 2. Provide complete HVAC Ventilation Schedule indicating cfm-air changes required per Codes, per design. Chicago Building Code: 18-28-403.14 Requires Outside Air OA on schedules
- 3. Provide New Area heating-cooling-venting loads. Adjust or add HVAC Equipment as required. Provide New or Altered Mechanical Systems equipment, ductwork, piping, and control details
- 4. Additional base building airport HVAC is NOT available. Provide additional HVAC as necessary for Tenant operations

### Fire Sprinkler System

- 1. Show all existing, relocated, and New Heads or Covers. Verify coverage is not blocked by new construction, full or partial height walls, Electric Closet, storage rooms, or signage, etc.
- 2. Provide new systems piping details
- 3. Indicate the location of the nearest shut-off valves and drain-downs
- 4. Indicate Fire Protection shut downs and expected durations

### Plumbing

- 1. Need plumbing installation details for the following: meter and back flow preventers, check & double check valves, vacuum breakers, gas fired hot water tank-expansion tank-piping-return piping-blow downs-mixing valve assemblies, flue(s), EM drain pan under hot water tank, ID labeling, wall/floor penetration(s), pipe hangers & supports, vibration isolators, etc.

### Demolition (If Applicable)

- 1. Domestic water pipes to be demolished shall be removed back to an active line
- 2. According to the Illinois plumbing code, demolition of abandoned existing domestic water and sanitary drain piping needs to be properly removed and capped up to the active branch connections

### Food Service & Kitchen Equipment Areas (If Applicable)

- 1. Board of Health review required
- 2. Special exhaust fans, hoods, makeup air equipment, to maintain negative air as required per codes. Special materials required; Stainless Steel, Black Iron, Aluminum, Ansel, fire dampers, gas & electric automatic shunt-trips, etc. per Codes & CDA Standards
- 3. Where cooking devices are provided and a vented exhaust duct is not required by code, install a ventless, charcoal filter, electric air cleaner hood above all cooking devices

### Other Information

- The checklist is to be turned into CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

**CDA designated representative signature of review:**

Name & Date

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

## Exhibit C.6: 90% and 100% Construction Document (CD) Submittal Check List

An electronic form can be found here:

[90% and 100% Construction Document \(CD\) Submittal Check List Form](#)

The following indicates the minimum requirements of the Concessionaire Design Development Submission (incomplete submittals may delay your project schedule):

### General

- 1. Response letter to the 60% Design Development CDA submittal comments
- 2. Proposed cost of the improvements
- 3. Proposed updated project schedule
- 4. All designs must comply with Chicago building codes and ADA requirements
- 5. Sam™ Checklist (if applicable)
- 6. Complete CADD documentation of the submission
- 7. Assurance of professional design, documentation and commitment for field review

### Architectural

- 1. Key Plan showing the location of the Premises within the Airport
- 2. Code Matrix Analysis indicating applicable compliance reference sections and diagrams
- 3. Existing LOD plan showing circulation and queuing diagram showing all passenger movements in the immediate vicinity of the premises
- 4. New LOD plan showing circulation and queuing diagram showing all passenger movements in the immediate vicinity of the premises
- 5. Barricade plan including details, graphics and elevations
- 6. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 7. Dimensioned Floor Plan(s) showing interior design including materials, finishes and merchandising fixture layout
- 8. Interior wall elevations showing materials, heights, locations of feature elements
- 9. Reflected Ceiling Plan(s) showing ceiling materials, various heights, location and type of all light fixtures and other mechanical, electrical, fire protection, and other ceiling mounted devices
- 10. Storefront elevation and section showing storefront concept including graphics and signage, materials and finishes
- 11. Sign, logo and lettering details showing elevation and section views, letter style and size, all colors and materials, methods of illumination, installation, color of illumination and voltage requirements. This shall include signage for the blade sign as applicable. Sign blades must be professionally designed and fabricated. Designs shall be complete as part of the working drawing submission. Design-build signage arrangements will not be accepted
- 12. Sample board (if materials and finishes are revisited from the Preliminary Submission)
- 13. Location of security grilles and concealed pockets
- 14. Fixture cuts of all proposed lighting, furnishings, diffusers, grilles, sprinkler heads and accessories
- 15. Specifications, interior finish and color schedules

### Structural (If Applicable)

- 1. Drawings indicating size and location of all intended means of seismic restraint for all code required applications and all applicable structural calculations
- 2. Drawings and specifications for elements of fixtures or construction applying atypical point loads to the base building structure
- 3. Drawings indicating size and location of all intended floor or roof penetrations

## Exhibit C.6: 90% and 100% Construction Document (CD) Submittal Checklist Cont'd.

### Mechanical/ Heating, Ventilating and Air Conditioning

- 1. Mechanical Check List; Refer to Exhibit C.5
- 2. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 3. Floor plans showing, fan coil or VAV units, duct layout, size and manufacturer of grilles, diffusers, and thermostats where applicable
- 4. Specifications and fixture cuts
- 5. Heat gain/loss calculations based on existing conditions and new operational requirements
- 6. Venting, make-up air requirements
- 7. Mechanical equipment schedules per City of Chicago building code requirements
- 8. Mechanical and electrical design including base building modifications
- 9. Mechanical and electrical design loads including anticipated exhaust system CPM

### Electrical

- 1. Electric meter room locating plan; identify meter number
- 2. Data and communication room plan
- 3. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 4. Floor plan showing electrical requirements. Include single line distribution diagram
- 5. Emergency lighting plan
- 6. Fixture schedule showing quantity and watts for each fixture
- 7. Special lighting, i.e. signs, logo, etc.
- 8. Specifications of fixtures
- 9. Total electrical demand and connected loads, service location and size of transformer (if required)
- 10. Completed table of electrical loads
- 11. Electrical Check List; Refer to Exhibit C.4

### Plumbing

- 1. Demolition: Plans, reflective ceiling plans, elevations, sections, details and other documents as necessary for the project site and all adjacent areas where work will be performed
- 2. Floor plan of services
- 3. Specifications and fixture cuts
- 4. Venting and back flow preventer location and requirements
- 5. Riser diagrams showing water meter location

### Sprinkler and Fire Protection

- 1. Sprinkler distribution changes, head layout and hydraulic calculations (if applicable)
- 2. Heat baffles (if applicable)
- 3. Fire extinguisher locations
- 4. Indicate Fire Protection shut downs and expected durations

#### Other Information

- The checklist is to be turned in to CDA's designated representative with ALL items attached. Incomplete submittals will be returned unprocessed to the tenant and may cause a delay to the project schedule.
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

CDA designated representative signature of review:

Name & Date

## Exhibit C.7: Concession's Compliance Plan – Affidavit of Concessionaire

An electronic form can be found here:

Concession's Compliance Plan – Affidavit of Concessionaire Form



Chicago Department of Aviation  
Concession's Compliance Plan  
Affidavit of Concessionaire



Project Name: \_\_\_\_\_ Submission Date: \_\_\_\_\_

Space No.: \_\_\_\_\_

A&E Fees: \_\_\_\_\_

Improvements/FF&E: \_\_\_\_\_

Total Project Amount: \_\_\_\_\_ \$0.00

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
and a duly authorized representative of \_\_\_\_\_ and that I have  
(Name of Concessionaire)  
personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this Compliance Plan.

Complete the following sections for EACH Subcontractor, Supplier and Consultant participating on this Project (all Tiers). *Also include Non-MBE/WBE participants.*

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

**All MBE/WBE firms included in this Compliance Plan must be certified by the City of Chicago in the area(s) of specialty listed on the Letter of Certification and must be attached for each MBE/WBE participant.**

MBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total MBE Participation</b>			\$0.00	#DIV/0!		

WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total WBE Participation</b>			\$0.00	#DIV/0!		

### Exhibit C.7: Concession's Compliance Plan (Affidavit of Concessionaire) Cont'd.

NON-MBE/WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer/ Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total Non-MBE/WBE Participation</b>			<b>\$0.00</b>	<b>#DIV/0!</b>		

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned are true, and no material facts have been omitted.

The Tenant 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, AND THAT I AM AUTHORIZED ON BEHALF OF THE TENANT TO MAKE THIS AFFIDAVIT.

\_\_\_\_\_  
(Name of Tenant - 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 \_\_\_\_\_

personally appeared and, known to 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 C.8: Concession's Compliance Plan – Affidavit of Prime Contractor

An electronic form can be found here:

Concession's Compliance Plan – Affidavit of Prime Contractor Form



Chicago Department of Aviation  
Concession's Compliance Plan  
Affidavit of Prime Contractor



Project Name: \_\_\_\_\_ Submission Date: \_\_\_\_\_

Space No.: \_\_\_\_\_

Total Project Amount: \_\_\_\_\_ \$0.00 \_\_\_\_\_

Project Start Date: \_\_\_\_\_ Project End Date: \_\_\_\_\_

In connection with the above captioned contract, I HEREBY DECLARE AND AFFIRM that I am the \_\_\_\_\_  
and a duly authorized representative of \_\_\_\_\_ and that I have  
(Name of Prime Contractor)  
personally reviewed the material and facts set forth herein describing our proposed plan to achieve the MBE/WBE goals of this Compliance Plan.

Complete the following sections for EACH Subcontractor, Supplier and Consultant participating on this Project (all Tiers). *Also include Non-MBE/WBE participants.*

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

*All MBE/WBE firms included in this Compliance Plan must be certified by the City of Chicago in the area(s) of specialty listed on the Letter of Certification and must be attached for each MBE/WBE participant.*

MBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total MBE Participation</b>			<b>\$0.00</b>	<b>#DIV/0!</b>		

WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total WBE Participation</b>			<b>\$0.00</b>	<b>#DIV/0!</b>		

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

### Exhibit C.8: Concession's Compliance Plan (Affidavit Prime Contractor) Cont'd.

NON-MBE/WBE PARTICIPATION						
Name of Firm	Type of Work	Self-Performed Manufacturer Distributor/Supplier	Dollar Amount of Participation	Percentage of Participation	Ethnicity	Gender
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
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			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
			\$0.00	#DIV/0!		
<b>Total Non-MBE/WBE Participation</b>			<b>\$0.00</b>	<b>#DIV/0!</b>		

To the best of my knowledge, information and belief the facts and representations contained in the aforementioned are true, and no material facts have been omitted.

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, 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 \_\_\_\_\_

personally appeared and, known to 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 C.9: Good Faith Efforts Form

An electronic form can be found here:

[Good Faith Efforts Form](#)

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### CHICAGO DEPARTMENT OF AVIATION

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#### Good Faith Efforts Form Schedule H

The intent of this form is to document the good faith effort attempts made by the General Contractor in soliciting MWBE firms to meet the MWBE project goal. If the MWBE contract goal is not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the Compliance Plan/Affidavit of Tenant and Compliance Plan/Affidavit of General Contractor.

**O'Hare International Airport**

<b>Tenant Name:</b>	
<b>General Contractor Name:</b>	
<b>Project Name:</b>	
<b>Location:</b>	

If the bidder's method of compliance with the MWBE goal is based upon demonstration of a "Good Faith Effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the City of Chicago, Department of Aviation. Compliance with all items as they appear on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

MWBE Company Name	Telephone No. / Email Address	Contact Person	Description of Work, Service or Material	Contact Results



**Exhibit C.9: Good Faith Efforts Form Cont'd.**

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**CHICAGO DEPARTMENT OF AVIATION**

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**Good Faith Efforts Form  
Schedule H**

**Additional Information:**

Please provide additional information to further explain your good and honest efforts to obtain M/WBE participation on this project.

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The undersigned certifies the information provided and the listed was/were contacted in good faith. It is understood any M/WBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the Chicago Department of Aviation.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/State/Zip Code:	Date:

## Exhibit C.10: City Resident Construction Worker Employment & Certified Payroll Requirements

### CITY RESIDENCY REQUIREMENTS:

In accordance with the Concession Lease and License Agreement, Section 5.7A, "City Resident Construction Worker Employment Requirement", "Tenant and its Subcontractors must comply with the provisions of Section 2-92-330 of the Municipal Code of the City of Chicago, as amended from time to time concerning the minimum percentage of total construction worker hours worked performed by actual residents of the City. At least 50% of the total construction worker hours must be performed by actual residents of the City of Chicago."

In addition to complying with this percentage, Tenant and its Subcontractors are required to make good faith efforts to utilize qualified residents of the City in both unskilled and skilled labor positions.

### CERTIFIED PAYROLL REPORTS:

In accordance with the Concession Lease and License Agreement, Section 5.7B, "Certified Payroll Reports", weekly certified payroll report (U.S. Department of Labor Form WH-347 or equivalent) must be submitted by hard copy or electronically.

The certified payroll report must include:

- Project Name
- Location ID Number
- Employee's Name
- Employee's Full Address (including zip code)
- Employee's Last Four Digits of Social Security Number
- Employee's Ethnicity
- Employee's Job Title
- Employee's Date of Hire
- Employee's Hours Worked

### Link to U.S. Department of Labor

<https://www.dol.gov/>

#### O'Hare International Airport Contacts

Submit **Exhibits C.7- C.10** documents to:  
Unison Retail Management  
O'Hare international Airport  
Attn: Lisa Cameron  
Terminal 3 – Mezzanine Level  
P.O. Box 66142  
Chicago, Illinois 60666  
Phone: 773-894-5424 (Office)  
Email: [Lisa.Cameron@unisonretailmng.com](mailto:Lisa.Cameron@unisonretailmng.com)  
cc: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
[ordretailconstruction@cityofchicago.org](mailto:ordretailconstruction@cityofchicago.org)

#### Midway International Airport Contacts

Submit **Exhibits C.7- C.10** documents to:  
Chicago Department of Aviation  
Aviation Administration Building  
Attn: Juan Manzano, Deputy Commissioner  
10510 West Zemke Rd.  
Chicago, IL 60666  
Phone: 773-894-3059 (Office)  
Email: [Juan.Manzano@cityofchicago.org](mailto:Juan.Manzano@cityofchicago.org)  
cc: [mdwretailconstruction@cityofchicago.org](mailto:mdwretailconstruction@cityofchicago.org)

## Exhibit D: Pre-Construction Meeting Check List

An electronic form can be found here:

[Pre-Construction Meeting Check List Form](#)

The following indicates the minimum requirements of the Concessionaire Pre-Construction Meeting (incomplete submittals may delay your project schedule):

- 1) Pre-Construction Form (See **Exhibit D.1a & D.1b**)
- 2) Building Permit (See **Exhibit D.9**), and any other required city, state, and federal permits
- 3) PDF of the stamped, approved building plans (if too large to email, please provide at the Pre-Con Mtg.)
- 4) 100% design submittal response to comments
  - a. CDA 100% Document Review Comments spreadsheet with completed responses by Concessionaire's architect/engineer
  - b. Transmittal letter or email documenting that the comments have been sent
- 5) Concession's Compliance Plans – Concessionaire & General Contractor (See **Exhibits C.7 & C.8**)
- 6) FAA approved 7460 Forms (See **Exhibit D.2**) (if applicable)
- 7) Hot Work Permit: Required if Welding or Torch Cutting to be submitted via eForm (3) business days prior to work performed
- 8) X-Ray or Scan to be submitted via eForm (3) business days prior to work performed (when coring or drilling)
- 9) Impact to CDA Security and TSA Approval (See **Exhibit D.3**) (if applicable)
- 10) Certificate of insurance documenting that all appropriate insurance has been obtained (See **Exhibit D.4**)
- 11) GC Safety Manager Credentials (See **Exhibit D.5**)
  - a. The named safety manager for the project
  - b. Provide copies of the safety manager's Resume, OSHA Card, AED/CPR Card and Training credentials. Provide Specific Safety Plan-Job Hazard Analysis (JHA)
  - c. Provide an Incident Notification Plan (See **Exhibit D.7 & D.8**)
  - d. Provide any other documentation as required by the CDA Construction Safety Manual
- 12) Safety and Security Plan (See **Exhibit D.6**)
- 13) Proof of Employee Badges & Employer Information and Authorization Form (See Badging Procedures and Requirements) (See **Exhibit D.10 & D.11**)
- 14) Overall Project Schedule
- 15) Three (3) weeks 'Look Ahead Schedule' (CDA Design and Construction / CDA Concessions will determine if applicable to a given project)
- 16) Identify Material Delivery and Debris Removal Plan
  - a) Post and Loading Dock Location (See **Exhibit D.12 & D.13**)
  - b) Elevator Matrix and Maps (See **Exhibits D.14 – D.17**)
  - c) Vehicle Access Form - Airfield (See **Exhibit D.18**)
- 17) Barricade and Graphic Plan (See **Exhibit D.19**)

### Other Information

- For all construction projects, the Concessionaire is required to submit a **Notice to Airport User Form** (see **C-SOP Section 6.8**).
- This signed checklist should be used as a cover page to your submittal to CDA. Without proper sign off, this design submittal package will not be reviewed by CDA.

**CDA designated representative signature of review:**

\_\_\_\_\_  
Name & Date

## Exhibit D.1a: O'Hare International Pre-Construction Meeting Form

An electronic form can be found here:  
[Pre-Construction Meeting Form](#)



### ORD PRE-CONSTRUCTION MEETING FORM - TENANT PROJECTS

CDA PROJ. NO.  Include CDA Proj. No. on all correspondence MEETING DATE

PROJECT TITLE

SCOPE OF WORK

#### CHECK ALL ACTIVITIES THAT APPLY TO THE SCOPE OF WORK

- Plumbing     Electrical Work     HVAC     Fire Protection     Roof/Exterior Wall Penetration  
 Signage     Data/Telecom     BMS     Excavation     Security/Controlled Access

1. GENERAL CONTRACTOR  Phone

Superintendent  24 hr. phone

Subcontractors

*Notify CDA of any changes or substitutions within 48 hrs of new subcontractor starting work*

#### 2. SAFETY: All work must comply with Airport Construction Safety manual (CAS)

Contractor's On-Site Safety Professional  Phone

Submit to CDA Safety for review/approval:  Safety Professional's resume with 3 yrs experience     30 Hr OSHA card     AED/CPR card  
 Site Specific Safety Plan/Job Hazard Analysis     Incident Notification Plan

*Injury reporting to CDA Safety is required within 24 hours of incident*

Hot Work Permit?  Yes     No    *Submit E-Form for any hot work and attach copy of permit*

Contacts: O'Hare Emergency: 773-894-9111, Non-Emergency: 773-894-5000, Chgo Fire Dept. at O'Hare 773-686-2244, CDA Safety 773-686-2397

#### 3. PROJECT MANAGEMENT: CDA Project Architect - Roger Reeves 773-686-6626 or Dominic Garascia 773-686-7091

CDA Tenant Coordinator  *Submit weekly status reports to CDA Tenant Coordinator*

Tenant PM  Phone  Tenant CM  Phone

#### 4. DESIGN REVIEW AND PERMITTING

Response to CDA 100% design review comments submitted?  Yes     No

Copy of permit drawings from Chicago Dept. of Bldgs provided?  Yes     No

SAM (Sustainable Airport Manual) checklist submitted?  Yes     No     N/A - per CDA review

Bldg. Permit No.  EPA Permit No.  Electrical Permit No.  *Call CDA Electricians 773-686-2224 prior to construction.*

*Rough and final inspections with building inspectors sign-off are required. Submit copy with E-Form close-out*

Sign Permit?  Yes     No    *Submit copy of sign application to CDA*

New Water Meter?  Yes     No    *Provide copy of meter number with E-Form close-out*

New Electrical Meter?  Yes     No    *Provide copy of meter number with E-Form close-out. Provide copy of ComEd application at Pre-con*

## Exhibit D.1a: O'Hare International Pre-Construction Meeting Form Cont'd.

### 5. SCHEDULE, HAUL ROUTE AND STAGING

Start Date  Completion Date

Select all work days:  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Day Hrs    to    Night Hrs    to

Any work which is noisy, odorous or disruptive to others will not be scheduled during the day.

Delivery Route

Employee Parking/Staging Area

Install barricades?  Yes  No Provide barricade plan, elevation & graphics to CDA prior to meeting for review. Install per CDA standards.

On-Site Dumpster?  Yes  No Dumpster Location

Keep dumpster covered at all times to prevent FOD.

Certificate of Insurance submitted to CDA?  Yes  No City of Chicago and its designated representatives must be additionally insured. Limits shall be per lease agreement.

### 6. UNDERGROUND WORK: Contractor is responsible for underground locates

Utility Dig Book Status

### 7. E-FORMS: NOTICE TO AIRPORT USERS FORM - <https://eforms.cityofchicago.org> Allow 3 business days for processing.

Submit electronically for project start-up, interruptions, shutdowns, hot work, coring, crane use and any other potential impacts on airport operations. Refer to the Quick Reference Guide posted under the Help menu on the website for more information.

System shutdowns at domestic Terminals 1, 2 and 3, contact H&R Monitor Room 773-686-2248

System shutdowns at the International Terminal 5, contact 24 hour dispatch 773-864-2060

Follow the CDA fire protection shutdown procedure.

### 8. SECURITY: Compliance with Airport Security is mandatory - keep jobsite secure.

Any impacts on TSA/Security?  Yes  No If so, coordinate with CDA Security directly. TSA amendment may be required.

G.C. is badged for O'Hare?  Yes  No  N/A - landside

List subcontractors to be escorted by G.C.

### 9. AIRSIDE OPERATIONS 773-686-2255 - call for crane use and airside escorts.

FAA 7460 Form submitted?  Yes  No  N/A - no impacts Case No.  Max Equip. Hgt.

### 10. GENERAL COMMENTS AND NOTES

Keep jobsite clean - Throw away trash and remove from site for rodent control. Provide walk-off mats to prevent tracking dirt and dust control.

Floor/wall coring - Scan floor to identify obstructions. Fire caulk all penetrations

Comments:

### 11. CONCESSIONS ONLY - Provide Compliance Plan

### 12. PROJECT COMPLETION - Tenant CM to notify CDA Tenant Coordinator to schedule the Project Completion Walkthrough

Tenant to submit all close out documentation to CDA within 90 days of the Project Completion Walkthrough

Close E-Forms: All E-Forms require closeout - enter completion date and any relevant documents, i.e. electrical inspector's sign-off.

To closeout the Project Startup E-Form:

- Enter dates for substantial completion, punchlist walkthrough and red-line drawings.
- Provide copy of signed permit for rough and final inspections
- Attach red line drawings for As-Builts

\*Please refer to the CDA's Standard Operating Procedure for "Tenant Design, Renovation and Construction" for all project requirements

## Exhibit D.1b: Midway International Pre-Construction Meeting Form

An electronic form can be found here:  
[Pre-Construction Meeting Form](#)



### MDW PRE-CONSTRUCTION MEETING FORM - TENANT PROJECTS

CDA PROJ. NO.  Include CDA Proj. No. on all correspondence MEETING DATE

PROJECT TITLE

SCOPE OF WORK

#### CHECK ALL ACTIVITIES THAT APPLY TO THE SCOPE OF WORK

- Plumbing     Electrical Work     HVAC     Fire Protection     Roof/Exterior Wall Penetration  
 Signage     Data/Telecom     BMS     Excavation     Security/Controlled Access

1. GENERAL CONTRACTOR  Phone

Superintendent  24 hr. phone

Subcontractors

*Notify CDA of any changes or substitutions within 48 hrs of new subcontractor starting work*

#### 2. SAFETY: All work must comply with Airport Construction Safety manual (CAS)

Contractor's On-Site Safety Professional  Phone

Submit to CDA Safety for review/approval:  Safety Professional's resume with 3 yrs experience     30 Hr OSHA card     AED/CPR card  
 Site Specific Safety Plan/Job Hazard Analysis     Incident Notification Plan

*Injury reporting to CDA Safety is required within 24 hours of incident, 773-838-0656 MDW Command Center (MCC)*

Hot Work Permit?  Yes  No *Submit E-Form for any hot work and attach copy of permit*

Contacts: MDW Emergency 773-838-9111, Chicago Fire Dept. at MDW 773-838-4004, CDA Safety 773-838-0663

#### 3. PROJECT MANAGEMENT: CDA Project Architect - Roger Reeves 773-686-6626 or Dominic Garascia 773-686-7091

CDA Tenant Coordinator  *Submit weekly status reports to CDA Tenant Coordinator*

Tenant PM  Phone  Tenant CM  Phone

#### 4. DESIGN REVIEW AND PERMITTING

- Response to CDA 100% design review comments submitted?  Yes  No  
 Copy of permit drawings from Chicago Dept. of Bldgs provided?  Yes  No  
 SAM (Sustainable Airport Manual) checklist submitted?  Yes  No  N/A - per CDA review

Bldg. Permit No.  EPA Permit No.  Electrical Permit No.  *Call CDA prior to construction. Ricardo Gaspar 773-838-0634 or Felipe Najjar 773-838-0619*  
*Rough and final inspections with building inspector's sign-off are required. Submit copy with E-Form close-out*

- Sign Permit?  Yes  No *Submit copy of sign application to CDA*  
 New Water Meter?  Yes  No *Provide copy of meter number with E-Form close-out*  
 New Electrical Meter?  Yes  No *Provide copy of meter number with E-Form close-out. Provide copy of ComEd application at Pre-con*

## Exhibit D.1b: Midway International Pre-Construction Meeting Form Cont'd.

### 5. SCHEDULE, HAUL ROUTE AND STAGING

Start Date  Completion Date

Select all work days:  Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday

Day Hrs    to    Night Hrs    to

*Any work which is noisy, odorous or disruptive to others will not be scheduled during the day.*

Delivery Route

Employee Parking/Staging Area

Install barricades?  Yes  No *Provide barricade plan, elevation & graphics to CDA prior to meeting for review. Install per CDA standards.*

On-Site Dumpster?  Yes  No Dumpster Location

*Keep dumpster covered at all times to prevent FOD.*

Certificate of Insurance submitted to CDA?  Yes  No *City of Chicago and its designated representatives must be additionally insured. Limits shall be per lease agreement.*

### 6. UNDERGROUND WORK: Contractor is responsible for underground locates

Utility Dig Book Status

### 7. E-FORMS: NOTICE TO AIRPORT USERS FORM - <https://eforms.cityofchicago.org> Allow 3 business days for processing.

Submit electronically for project start-up, interruptions, shutdowns, hot work, coring, crane use and any other potential impacts on airport operations. Refer to the Quick Reference Guide posted under the Help menu on the website for more information.

**System shutdowns at the Terminals: contact City Operations 773-838-0677**  
**Follow the CDA fire protection shutdown procedure.**

### 8. SECURITY: Compliance with Airport Security is mandatory - keep jobsite secure.

Any impacts on TSA/Security?  Yes  No *If so, coordinate with CDA Security directly. TSA amendment may be required.*

G.C. is badged for O'Hare?  Yes  No  N/A - landside

List subcontractors to be escorted by G.C.

### 9. AIRSIDE OPERATIONS 773-838-0677 - call for crane use and airside escorts.

FAA 7460 Form submitted?  Yes  No  N/A - no impacts Case No.  Max Equip. Hgt.

### 10. GENERAL COMMENTS AND NOTES

Keep jobsite clean - Throw away trash and remove from site for rodent control. Provide walk-off mats to prevent tracking dirt and dust control.

Floor/wall coring - Scan floor to identify obstructions. Fire caulk all penetrations

Comments:

### 11. CONCESSIONS ONLY - Provide Compliance Plan

### 12. PROJECT COMPLETION - Tenant CM to notify CDA Tenant Coordinator to schedule the Project Completion Walkthrough

Tenant to submit all close out documentation to CDA within 90 days of the Project Completion Walkthrough

Close E-Forms: All E-Forms require closeout - enter completion date and any relevant documents, i.e. electrical inspector's sign-off.

To closeout the Project Startup E-Form:

- Enter dates for substantial completion, punchlist walk through and red-line drawings.
- Provide copy of signed permit for rough and final inspections
- Attach red line drawings for As-Builts

**\*Please refer to the CDA's Standard Operating Procedure for "Tenant Design, Renovation and Construction" for all project requirements**

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## Exhibit D.2: FAA Approved 7460 Forms

An electronic form can be found here:

FAA 7460 Form

### FAA 7460:

A Federal Aviation Administration (FAA) Form 7460 (Notice of Proposed Construction or Alteration) may be required for certain projects that are expecting to use cranes or any other equipment that could impact the Airport Operations Area (AOA) due to its height. This should be confirmed with the FAA, and it is the responsibility of the Concessionaire to prepare and submit the Form 7460, if required, to the FAA. In addition to the Form 7460, the local FAA office also requires an FAA checklist and detailed site plan. For further information on this process, please contact the CDA Planning Office at (773) 894-6907 or (773) 686-3732. Select the link above to learn more about the 7460 process, to complete the form, and for the FAA's contact information. Please note, this process takes approximately forty-five (45) days to complete.



### Exhibit D.3: Impact to CDA Security and TSA Approval

The Concessionaire must notify the CDA Point of Contact if the project scope of work includes the removal, installation, deactivation, reactivation, or relocation of an access control device or boundary including perimeter fence, perimeter gate or checkpoint, or new openings (temporary or permanent) from the public area to the sterile area/airside, access control door, camera, alarm, or supporting hardware.

If the scope of work includes any of these items, CDA Security must comply with TSA regulations. Conditions lasting less than **(60) days** require a TSA Change Condition, and conditions lasting **(60) days** or longer require a TSA Amendment. Both submittal processes require a TSA approval process of up to **(45) days**. Information on scope will be required by the Tenant to assist CDA Security with the process.

Bureaus may also contacted by phone as listed below:

- Ventilation Department – (312) 743-3573
- Electrical Department – (312) 743-3622
- Plumbing Department – (312) 743-3572
- New Construction Department – (312) 743-3531



### Exhibit D.4: Certificate of Insurance (COI)

All city contractors and subcontractors must provide a copy of the COI indicating "The City of Chicago and all of its designated representatives" as additional insured. Insured amounts should match requirements dictated in the tenant's lease documents. **Insurance required of Subcontractors:** Tenant and/or Contractor must name Subcontractor(s) as a named insured(s) under Tenant and/or Contractor's insurance or Tenant and/or Contractor will require each Subcontractor(s) to provide and maintain Commercial General Liability, Commercial Automobile Liability, Worker's Compensation and Employers Liability Insurance and when applicable Excess/Umbrella Liability Insurance. Insured coverage amounts should match outlined requirements dictated per Tenant or Sub-Tenant lease documents.

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE INS. REG. NO. E-MAIL ADDRESS	FAX (A/C, 159)
INSURED	INSURER A INSURER B INSURER C INSURER D INSURER E INSURER F	INSURER(S) AFFORDING COVERAGE NAIC #

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	COVERAGE	POLICY NUMBER	INSURER	DATE	LIMITS
GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input type="checkbox"/> OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (E & OCCURRENCE) \$ MED EXP (Any other person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS	SCHEDULED AUTOS NON-OWNED AUTOS	\$1M Non-Airfield / \$5M Airfield			COMBINED SINGLE LIMIT (ALL RISKS) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
UMBRELLA LIAB EXCESS LIAB	OCCUR CLAIMS MADE				EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER (REGULATED) (Mandatory in NYS) If yes, describe in 300 DESCRIPTION OF OPERATIONS below	Y/N N/A				THE STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
X All Risk Blanket Builders Risk covering: Materials, Supplies, Equipment, Machinery and Fixtures					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Addressed Remarks Schedule, if more space is required)

INSERT AIRPORT, TERMINAL Chicago, Illinois INSERT ZIP CODE Location INSERT CDALPRACFCI NUM/FFH

Commercial Liability and Automobile Liability Insurance must include as additional insureds The City, and its elected and appointed officials, agents, representatives and employees, on a primary non-contributory basis

<b>CERTIFICATE HOLDER</b> Chicago Department of Aviation O'Hare International Airport P.O. Box 66142 Chicago, IL 60666	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
--	--

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD



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## Exhibit D.5: General Contractor Safety, CDA Construction Safety Manual & Safety Manager Credentials

### Introduction

Chicago Airport System – CDA Construction Safety Manual (“CSM Manual”)

- Know and follow the contents of the CSM Manual
- Safety Requirements are outlined on Page 5 of the CSM Manual

An electronic form can be found here:

[CDA Construction Safety Manual](#)

### Required Written Documentation

Documents submitted at the Pre-Construction meeting should include:

- Assigned Project Number
- Start Date
- Location
- Resume stating a minimum of three (3) years verifiable construction project safety experience (include dates and phone numbers)
- Copy of OSHA thirty (30) hour course certification
- Copy of current first Aid/CPR certification
- Written Responsibilities of Safety Representative
- Site specific safety plan in the form of a Job Hazard Analysis
- Incident Notification Plan
- Incident/Injury Reporting

See the Chicago Airport system Construction Safety Manual for additional Contractor responsibilities and requirements which will be provided electronically to all involved on CDA managed tenant construction Projects.

## Exhibit D.6: Safety and Security Plan

### Safety Representative – Requirements Outlined on Page 5 of the CSM Manual

- Responsibilities are to be solely limited to safety related functions, but with prior CDA Safety approval; dual roles such as Safety Representative and Supervisor are allowed.
- Minimum of three (3) years verifiable construction project safety experience.
- OSHA thirty (30) Hour Course Certification.
- Current First Aid / CPR Certification.
- Onsite 100% of time when work is in progress. 2nd Shift means at least two Safety Representatives are required. This includes weekend work.
- Safety Representative "Credentials" (resume) are to be submitted for review prior to the pre-construction meeting.

### Responsibilities of Safety Representative

- Develop Site Specific Safety Program
- Develop Emergency Procedures
- Develop Job Hazard Analysis
- Provide site specific safety orientation
- Monitor work for safety compliance
- Document safety issues and corrective actions
- Incident / Injury Reporting
- Provide training to employees
- Prepare and deliver weekly tool box safety meetings and maintain records on site for review if requested.
- Be available to accompany CDA Safety Personnel for on-site audits.

### Job Hazard Analysis

- JHA is to be developed for each and every portion of the work
- Workers are to be made aware of job hazards and their remedies
- Use CAS Manual as a reference for requirements
- All JHAs are required to be maintained on site

### Hot Work Procedures

- Hot Work is torch cutting, burning, welding, open flame or any other spark producing activity
- Hot Work Procedure is to be developed if hot work is part of the project's construction work
- Contractor Hot Work Permit is to be submitted with "CDA User Form"
- Contractor is to issue daily (shift) hot work permits for each hot work
- Each hot work is to have a trained fire watch equipped with a fire extinguisher assigned to each hot work activity
- Fire watcher must continue for up to 2 hours following the completion of the hot work activities

### Weekly Tool Box Safety Meeting

- All project workers are required to attend a weekly safety meeting
- Project safety issues shall be discussed
- Minutes of the meetings shall be maintained on site for review at the request of CDA Safety Personnel

### Inspections

- Safety Inspections of the jobsite is a continuous process
- Inspections shall be documented at least weekly
- Inspection reports shall be maintained on site for review at the request of CDA Safety Personnel

### Injury / Incident Reporting

- Emergency Response is handled through O'Hare Command Center ("OCC".) Telephone number 773-894-9111
- Emergency Response is handled through Midway Command Center ("OCC".) Telephone number 773-838-0656
- Injury / Incidents require immediate notification per your Incident Notification Plan
- Emergency Contacts: Refer to emergency contact list for key contacts information
- Detailed Injury / Incident Reports must be submitted within 24 hours

## Exhibit D.7: O'Hare International Incident Notification Plan

An electronic form can be found here:

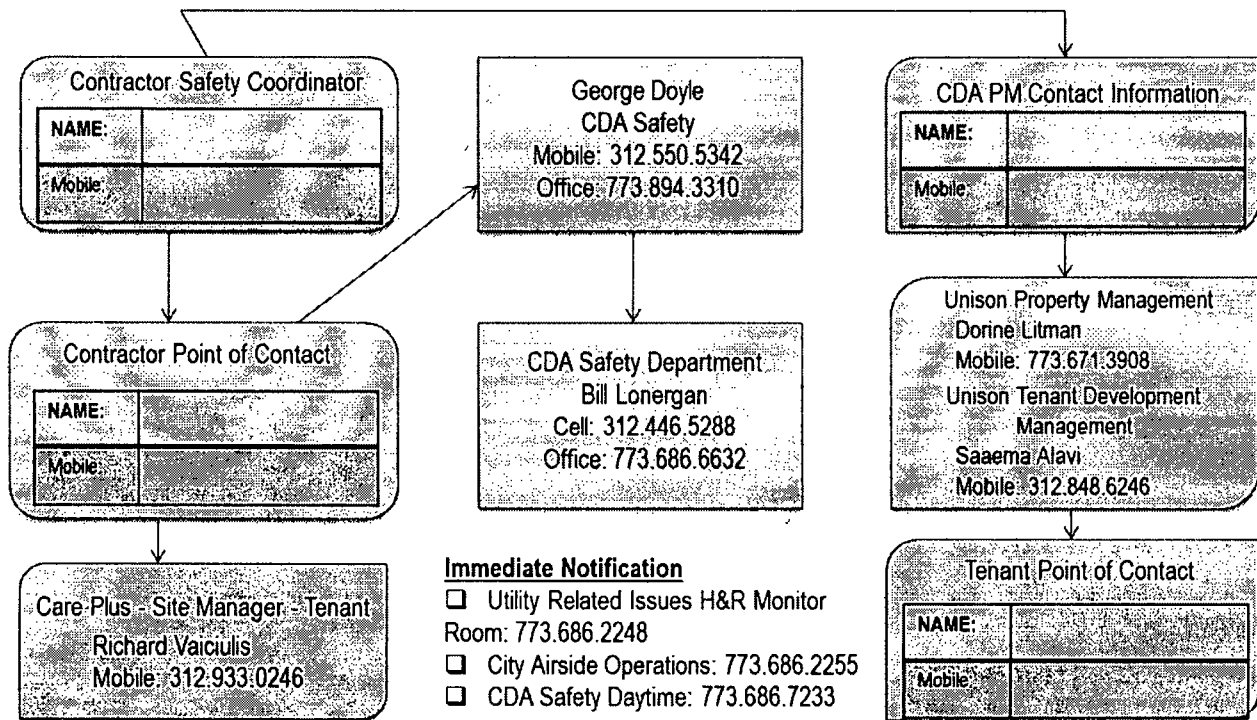
[ORD Incident Notification Form](#)

### Incident Notification Plan

Project Name \_\_\_\_\_ CDA Project Number \_\_\_\_\_

In Case of Emergency call the "O'Hare Command Center" **773.894.9111**

Then Initiate the Call Flow Chart below

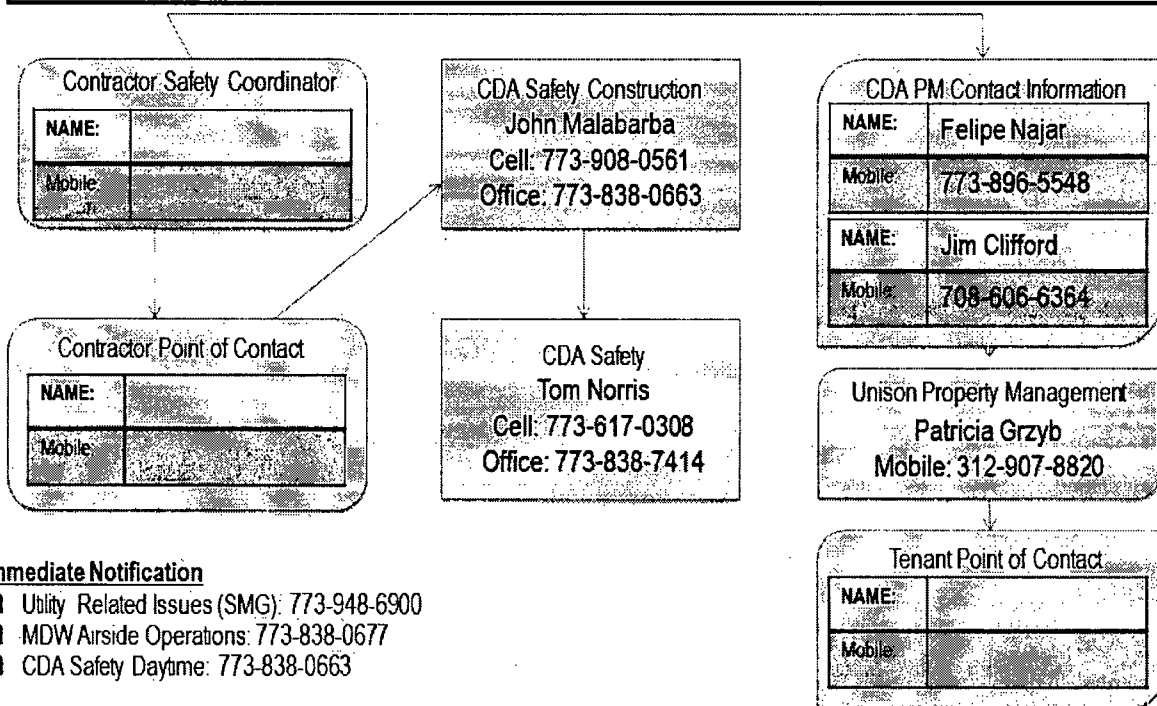


## Exhibit D.8: Midway International Incident Notification Plan

An electronic form can be found here:

[MDW Incident Notification Form](#)

<b>Incident Notification Plan</b>	
Project Name _____	CDA Project Number _____
In Case of Emergency call the "Midway Command Center (MCC)" <b>773.838.9111</b>	
Then Initiate the Call Flow Chart below	



### Immediate Notification

- Utility Related Issues (SMG): 773-948-6900
- MDW Airside Operations: 773-838-0677
- CDA Safety Daytime: 773-838-0663


**Exhibit D.9: Building Permit (example)**



## City of Chicago

### Department of Buildings - Permits

# Building Permit



**Permit No.** 100670255                      **Issued** 10/31/2016

**For Work at:** 10000 W OHARE AIRPORT

**Description of permitted work:**  
 INTERIOR ALTERATIONS TO EXISTING DUNKIN' DONUTS KIOSK SPACE AT O'HARE AIRPORT, TERMINAL 3,  
 CONCOURSE HK; CDA PROJECT #TH1420.16-00. ALL WORK AS PER PLANS

**In an Emergency Contact:** HARESH PATEL (773)262-4561

**Owner:**  
 AJ PATEL FOOD SERVICE  
 3132 W DEVON AVE  
 CHICAGO, IL 60659  
 (312)375-5236 x

**Contractor:**  
 WALTER DANIELS  
 CONSTRUCTION CO  
 6316 NO. NORTHWEST HIGHWAY  
 CHICAGO, IL 60631  
 (773)775-0170 x

*Rahn Emanuel*  
 Rahn Emanuel  
 Mayor

*Judith Prydzina*  
 Judith Prydzina  
 Commissioner

Fees Paid and Application Submitted for Review on:	09/20/2016	Total Permit Processing Time:	41 days
Permit Issued on:	10/31/2016	Time for City Review:	16 days
		Time With Applicant for Document Submittal and Corrections:	25 days

Permit must be displayed on job site at all times. Permit is NOT transferable. Plans must be kept on site during construction. Any changes in contractor or deviation from approved plans must be approved by the Department of Buildings. Permit may be revoked for violation of any of the above provisions and/or all other applicable laws.




**Note:** Include copies of the front and back of the permit showing all inspection dates, city inspector comments, and approvals when submitting Close-Out Documents.

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## Exhibit D.10: Badging Procedures and Requirements

### Construction companies contracted to perform work must follow procedures listed below:

CDA's Point of Contact (CDA POC) will approve and sign for badges for each general contractor and their subcontractors for concession-related construction projects. Contractors' badges will be valid only for the duration of the assigned project. All construction personnel must either be badged or accompanied by someone with escort privileges. People with escort privileges have green badges with an "E" designator, and those with blue badges. No one is allowed on the airfield at any time unless wearing the proper green badge or accompanied by a person with escort privileges.

Requests for escort privileges are processed and approved by the CDA POC and the ID Badging Office based on TSA guidelines and regulations and City ordinances and regulations. Escort privileges are granted only to those who must bring unbadged personnel or vendors to a secured area in order to conduct company business. Individuals performing escort duties must remain in close proximity to the person being escorted. An individual performing escort duties may not escort more people than he or she can continuously control, monitor, and respond to while maintaining direct oral communication. Any persons issued, but not in physical possession of their badges, shall not under any circumstances be escorted into any portion of a secured area.

Please call the O'Hare Badging Office at 773-686-6487 or the Midway Badging Office at 773-838-0678 if you have any questions. The procedures for ID Badging Concessionaires' Contractors are as follows:

1. The Concessionaire will be required to provide a letter to the CDA POC, on Concessionaire letterhead, listing the general contractor and subcontractors that will require badging and anticipated dates to complete the project. The contractor(s) are not permitted to perform work for any company other than the company that has sent an authorization letter to Unison. The letter should include:
  - Complete listing of all construction companies (active badge holders and those requesting badges)
  - Project manager/coordinator
  - Indicate companies requiring badges
  - Anticipated period of time to complete the project (include the start and end dates)
  - Names of superintendent and on-site safety inspector
  - Site location(s)
  
2. The contractor must complete the **Employer Information and Authorization Form (see Exhibit D.11)**. This form must be signed by a president, owner, or senior executive officer of the company and will authorize an individual(s) to sign all employee badge forms as the company signatory. The Company form authorizes all approved companies to operate on airport property. All companies assigned for the duration of the project, whether in possession of, or requiring badges, MUST complete a Company form per the Chicago Department of Aviation in order to work in the concessionaire's space.

The contractor will assign a signatory to be responsible for all regulations that link their company and the ID Badging and Access Control System. This person(s) will be designated to represent the company in all matters pertaining to ID Badging and access control, including signing the ID Badge applications (badge assignment is based on responsibilities and duties). The designated Signatories must attend the Signatory Certification Training Course. This course is offered once a month, every second Wednesday by Compliance Department, ID Badging.



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## Exhibit D.10: Badging Procedures and Requirements Cont'd.

3. Construction personnel requiring a badge must complete an online Access Control and Photo ID Badge Application, which is approved by the authorized signatory and returned to the CDA POC, along with supporting documentation that provides information on the applicant's living status - Certification of Naturalization, Permanent Residence card, Social Security card, U.S. Passport, Birth Certificate, Department of Human Services paperwork.
4. Badging: Anyone requiring daily access to the airport and/or the airfield, non-secure and secure areas must obtain a badge.
  - A purple or green badge is issued to complete the scope of work.
  - As CDA's tenant, the CDA POC will approve and sign ID Badging applications and return to designated personnel. Applications will be rejected if corrections are needed or required documentation is omitted.
5. Based on an evaluation of the application and the results of a finger print-based Criminal History Records Check and Security Threat Assessment by TSA, the ID Badging Office will decide whether to issue a badge; this process general takes 7-10 business days.
6. After the contractor receives a faxed notification that an employee may obtain a badge, the employee will then report to the ID Badging Office with the proper identification. The employee must also produce the issued fingerprint receipt in order to receive his/her badge.
7. Construction projects requiring airfield access must be approved prior to construction. To apply for authorization of a vehicle allowing access to the airfield, complete CDA's Vehicle Access form – AIRFIELD (**See Exhibit D.18**). These forms must be approved and signed by the CDA POC, then submitted to the Office of Compliance, ID Badging for vehicle permit(s). If approved, the process will take approximately 48 hours for permits to be issued. Requests are processed Monday, Wednesday and Friday. Automobile Liability Insurance is required and the combined single limit (each occurrence) for airfield access is **\$5,000,000**.
8. Individuals driving on the airfield are required to take a driving test and must be familiar with the "Ground Motor Vehicle Operation Regulations Manual". All information, including online registration for the Driver's Training 303/329 Class and Training Application Form, may be found at <http://registration.ohare.com>.
9. Upon termination of an employee, the contractor will be responsible for completing the required termination paperwork and collecting and returning the ID badges to the Office of Compliance. The contractor must make every effort to collect the badge, complete the required termination forms, and submit the paperwork and badge to the Compliance Division of ID Badging within 24 hours of termination of the employee. Please note that the City may impose substantial fines on a contractor if badges are not promptly returned. These fines increase daily, as each day that a badge is not returned, is considered a separate violation.

### Link to Badging:

<http://www.flychicago.com/badging/>

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## Exhibit D.11: Employer Information and Authorization Form

An electronic form can be found here:

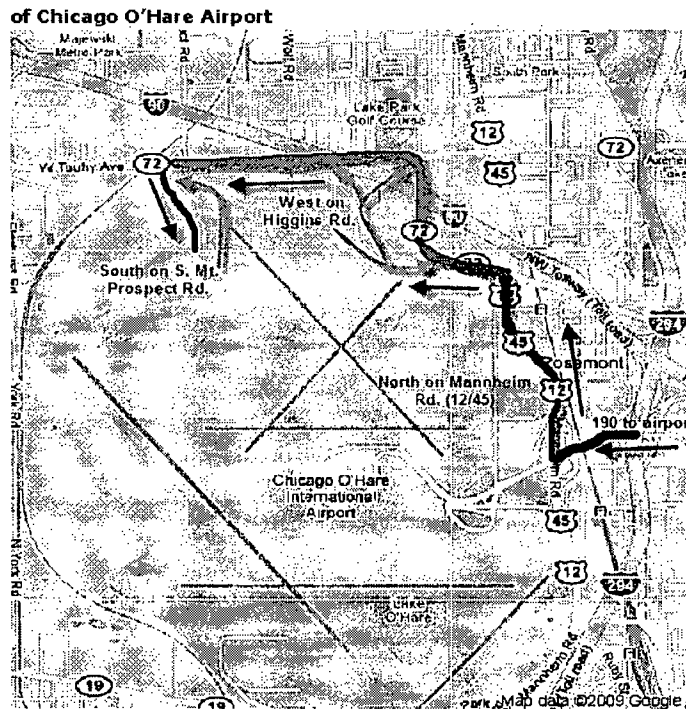
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Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)



- Take 1-90 to O'Hare Airport.
- Turn right (north) on Mannheim Rd. (Route 12 / 45)
- Turn left (west) on Higgins Rd. and keep left following the airport perimeter. Higgins Rd. will be Touhy Ave.
- Pass South Wolf Rd. and turn left on South Mt. Prospect Rd.
- When you arrive at the Post 1 checkpoint, you may have to wait until security comes to escort you to your pick up/delivery area (usually a yellow pickup truck.) The escort will remain until your pick up/delivery ends and will escort you back to Post 1.
- Please minimize the time for loading and unloading (if possible less than one hour.)

***For security purposes, all tenant delivers must be made between the hours of 10:00 p.m. and 6:00 a.m.***



## Exhibit D.12: O'Hare International Airport Post and Loading Dock Location Cont'd.

### DIRECTIONS TO POST 7 LANDSIDE DELIVERY:

- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked at the Chicago Police checkpoint.
- Stop at guard shack and tell them you are making a delivery to Post 7. Your vehicle may go through screening by the police and dogs. Call security at 773-686-2255 and tell them where you are.
- From there you will be directed into the inner roadway to access the Post 7 checkpoint which is located on the lower level (arrivals), just beyond Terminal 1, attached to Terminal 2.
- Post 7 is accessed at the side entrance of the Terminal 2 main building.
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.

### DIRECTIONS TO POST 7 WITH AIRFILED ESCORT TO FREIGHT ELEVATORS IN TERMINAL 1:

- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked by the Chicago Police checkpoint.
- Stop at guard shack and tell them you are making a delivery to Post 7. Your vehicle may go through screening by the police and dogs. Call security at 773-686-2255 and tell them where you are.
- From there you will be directed into the inner roadway to access the Post 7 checkpoint which is located on the lower level (arrivals), just beyond Terminal 1, attached to Terminal 2.
- Tell Post 7 security that you are waiting for an escort (yellow pickup truck) when it shows up, you will be able to access the airfield.
- Depending on your request form, you will either be taken to B4, which is directly across from the access gate, or to the C-Concourse, C20 freight.
- Trucks are allowed to park in the post area for up to 30 minutes. Trucks may not be left unattended.

***NOTE: For Post 7 access, be sure to have an "Airfield Escort Request Form" in your possession.***

### DIRECTIONS TO POST 9 SMALL DELIVERIES:

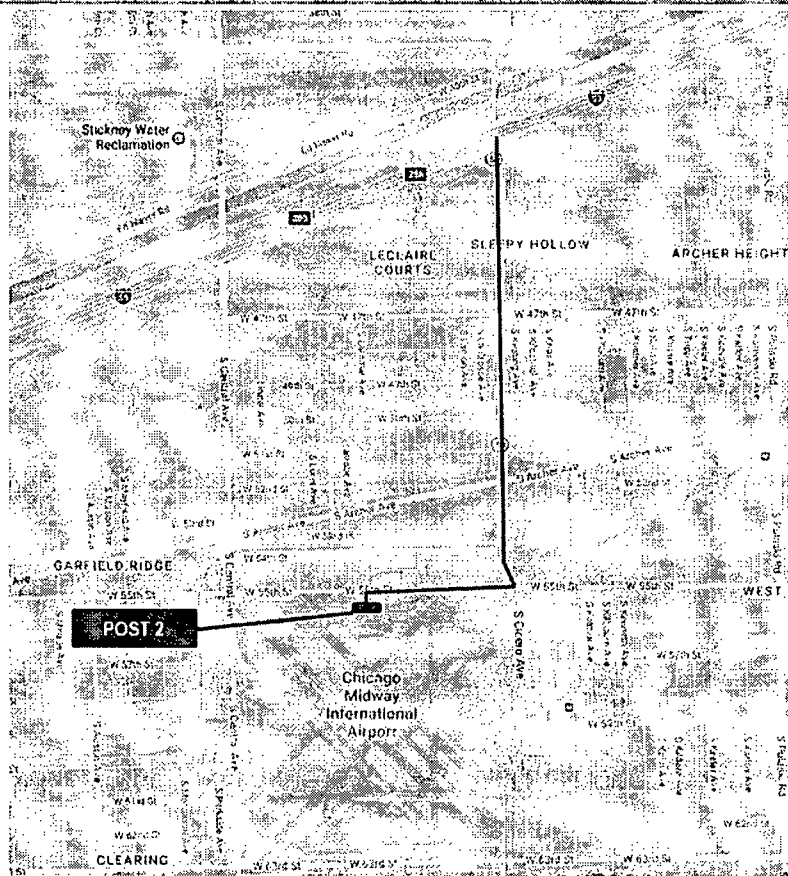
- Take 1-90 to O'Hare Airport.
- As you come around the big curve before the terminals, stay in the very right-hand lane to have the vehicle checked at the Chicago Police checkpoint.
- Stop at the guard shack and tell them you are making a delivery to Post 9. Your vehicle may go through screening by the police and dogs.
- From there you will be directed to the inner roadway to access the Post 9 checkpoint, which is located on the lower level at the beginning of Terminal 3.
- All product is then brought upstairs through the freight elevator and then checked at the vendor checkpoint.

## Exhibit D.13: Midway International Airport Post and Loading Dock Location

### DIRECTIONS TO POST 2:

- Take I-55 to Midway International Airport
- Take Exit 286 and turn south on Cicero Avenue
- Turn right (west) on W 55<sup>th</sup> Street and drive approximately 0.5 miles.
- Turn left (south) on S Laramie Avenue and keep right until arrival at Post 2 checkpoint.
- When you arrive at the Post 2 checkpoint, you may have to wait until security comes to escort you to your pick up/delivery area (usually a yellow pickup truck.) The escort will remain until your pick up/delivery ends and will escort you back to Post 2.
- **Note:** Please minimize the time for loading and unloading (if possible less than one hour)

***For security purposes, all tenant delivers must be made between the hours of 10:00 p.m. and 4:00 a.m.  
For Post 2 access, be sure to have an "Airfield Escort Request Form" in your possession.***



### Exhibit D.14: O'Hare International Airport Elevator Matrix

O'HARE ELEVATOR MATRIX							
Location		Door			Inside Platform with No Obstructions		
Concourse	Elevator No	Width	Height	Configuration	Width	Depth	Height
T1B	22F	9'-0"	8'-0"	Bi-Parting	10'-6"	21'-0"	8'-0"
T1B	23P	4'-0"	7'-0"	Center	5'-6"	6'-4"	8'-0"
T1B	24P	4'-0"	7'-0"	Center	5'-6"	6'-4"	8'-0"
T1B	425B/ 21F	9'-9"	8'-0"	Open Both Ends &	10'-6"	19'-0"	8'-0"
	(Gate "B"4)			Bi-Parting			
T1C	28F	7'-3"	7'-0"	Open Both Ends & B-Parting	9'-11"	12'-0"	7'-7"
T1C	29P	4'-0"	7'-0"	Center	4'-7"	6'-4"	7'-0"
T1C	30P	4'-0"	7'-0"	Center	4'-7"	6'-4"	7'-0"
T1C	802B/ 31F	9'-0"	8'-0"	Bi-Parting	12'-0"	20'-0"	9'-0"
T2	53P	3'-6"	7'-0"	Side Slide	4'-10"	7'-8"	7'-0"
T2	53F	6'-0"	7'-0"	Center	8'-5"	7'-0"	7'-0"
T3	83F	6'-0"	7'-0"	Side Slide	8'-5"	7'-0"	7'-0"
T3	83P	3'-6"	7'-0"	Center Open	8'-5"	7'-0"	7'-0"
T3	89P	3'-6"	7'-0"	Side Slide	3'-6"	4'-10"	7'-6"

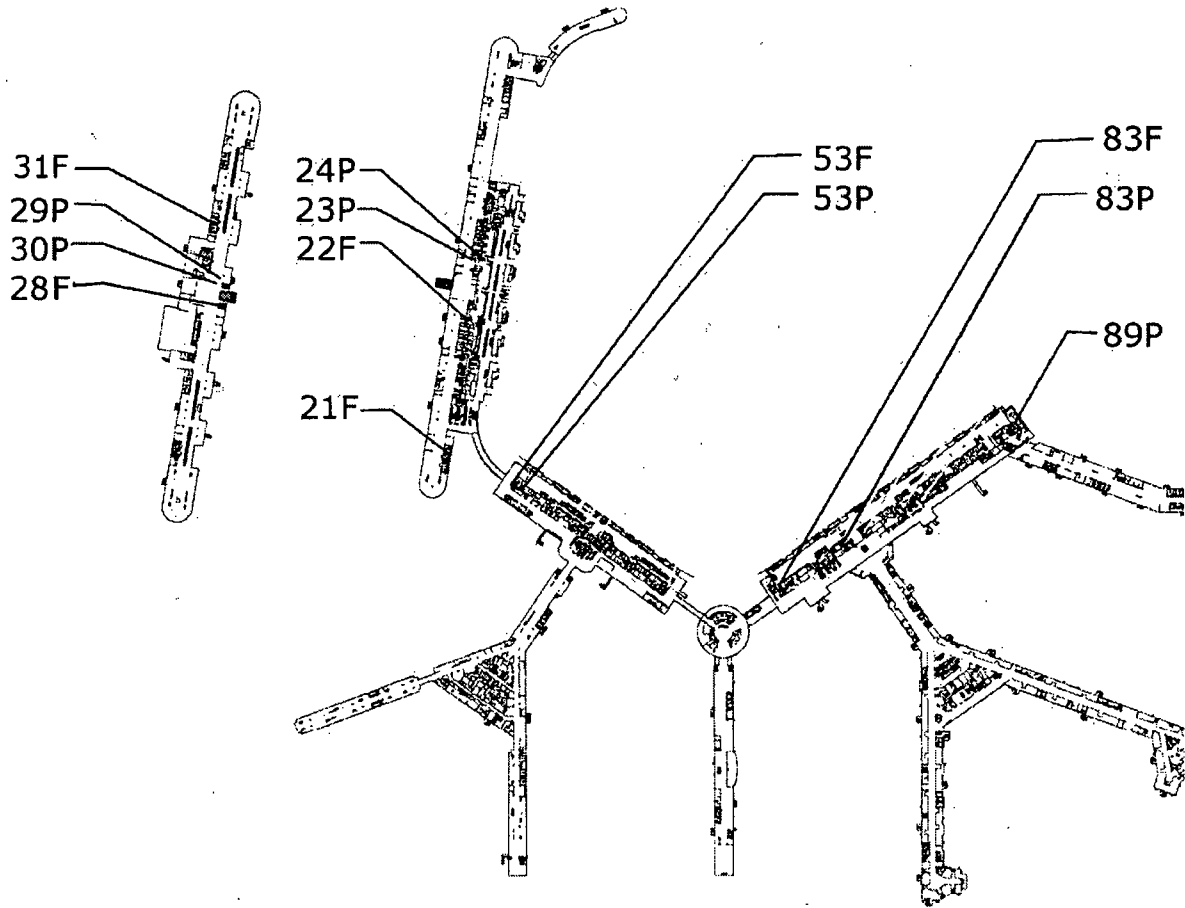
### Exhibit D.15: Midway International Airport Elevator Matrix

MIDWAY ELEVATOR MATRIX							
Location		Door			Inside Platform with No Obstructions		
Concourse	Elevator No	Width	Height	Configuration	Width	Depth	Height
A	EL-05-01	4'-0"	7'-4"	Side Slide	6'-0"	9'-3"	8'-4"
A EXT	EL-28-111	3'-0"	7'-0"	Side Slide	5'-9"	4'-3 1/2"	7'-3"
B	EL-15-01	4'-0"	7'-4"	Both Ends / Side	6'-0"	9'-7"	8'-4"
B	EL-18-01	4'-0"	7'-4"	Side Slide	6'-4"	10'-2"	8'-4"
C	EL-12-01	4'-0"	7'-0"	Center	6'-4"	10'-2"	7'-6"
C	EL-30-2100	3'-6"	7'-0"	Side Slide	6'-9"	5'-6"	7'-6"
Food Court	EL-10-02	4'-0"	7'-0"	Side Slide	6'-4"	10'-2"	8'-0"
Food Court	EL-11-01	4'-0"	7'-3"	Side Slide	6'-4"	10'-2"	7'-6"
Food Court	EL-13-01	4'-0"	7'-0"	Side Slide	6'-4"	10'-2"	8'-0"

### Exhibit D.16: O'Hare International Airport Elevator Map

Refer to Exhibit D.14 for Elevator Number Locations i.e.: 21F

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

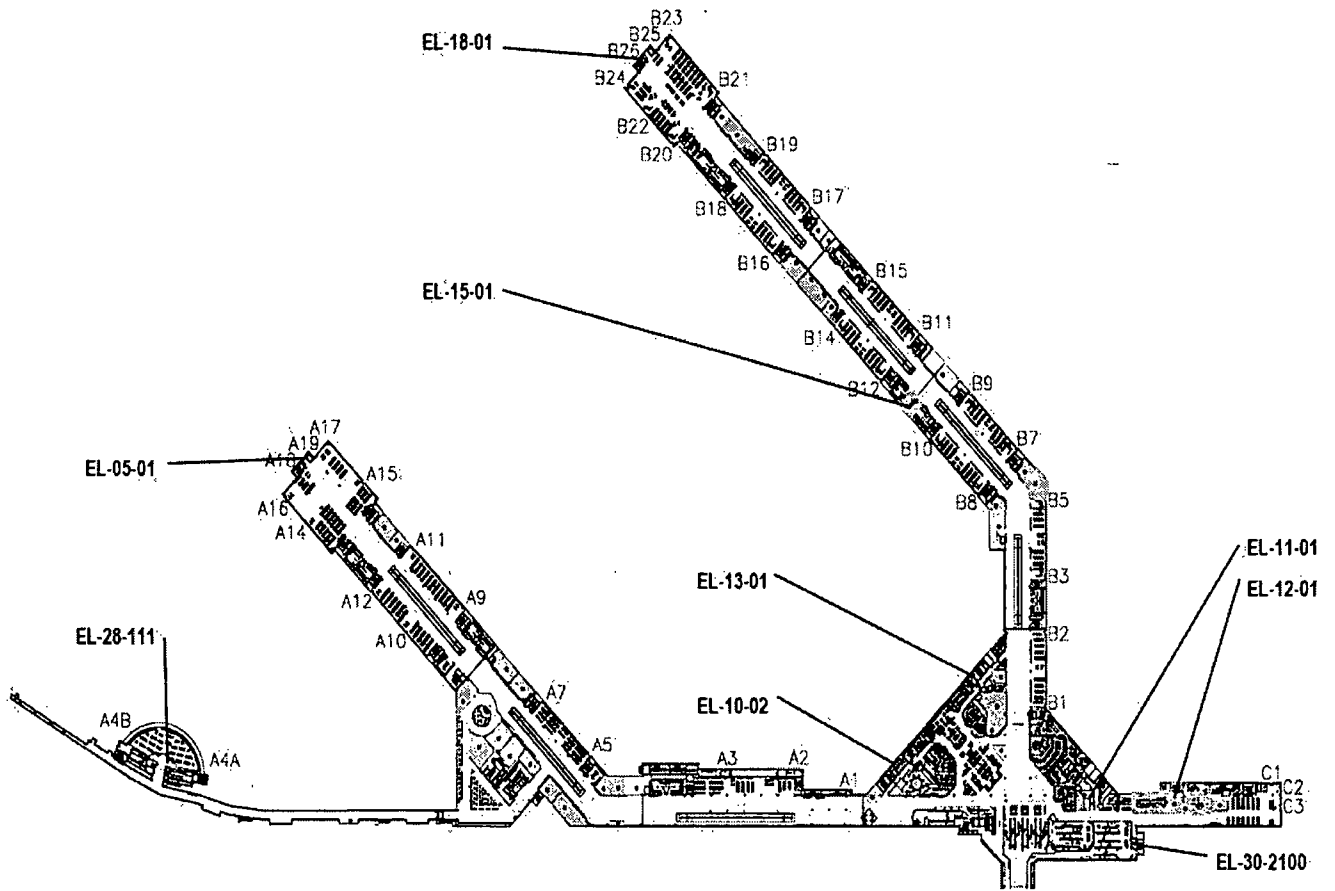


### Exhibit D.17: Midway International Airport Elevator Map

Refer to Exhibit D.15 for Elevator Number Locations i.e.: 11-02

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)





## Exhibit D.18: Vehicle Access Form - Airfield

An electronic form can be found here:

[Vehicle Access Form - Airfield](#)



City of Chicago Department of Aviation

# COMPANY VEHICLE ACCESS FORM - AIRFIELD

This form must be printed in ink or typed.

Date of Application MONTH DAY YEAR

Requesting Company Name \_\_\_\_\_ Phone Number (Area Code) \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Company Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Authorized Contact Person \_\_\_\_\_ Work Phone # (Area Code) \_\_\_\_\_ Home Phone # (Area Code) \_\_\_\_\_

Check Appropriate Box

First Time Registration   
  Faded Vehicle Permit   
  Expired   
  Deleted  
 Requires Current Permit #   
  Lost / Stolen Vehicle Permit   
  Additional Vehicles   
  Change of Information   
  Other

Current Permits must be attached

I certify that the vehicles listed below are insured under a certificate of insurance for \$5,000,000 as required by the City of Chicago.

Authorized Signature \_\_\_\_\_

Please print signed name \_\_\_\_\_

1	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	
2	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	
3	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	
4	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	
5	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	
6	Current Permit # (if applicable)	Year	Make	Model	Color	For DOA Use Only	New Permit #
	State License Plate Number					VIN Number	
						Company Vehicle Number	

To be completed by Airport Tenant only

I have verified that the vehicles listed above are insured under a certificate of insurance for \$5,000,000 as required by the City of Chicago.

Authorized Tenant Signature \_\_\_\_\_

Please print signed name \_\_\_\_\_

Tenant Company \_\_\_\_\_

Phone Number (Area Code) \_\_\_\_\_

I have also verified that the certificate of insurance expiration date is: MONTH DAY YEAR

Contract Expiration Date MONTH DAY YEAR

For DOA Use Only:

Insurance Binder Attached?  Yes  No  NOA

Authorized Signature \_\_\_\_\_

Expiration Date MONTH DAY YEAR Permit # \_\_\_\_\_

Return To:

Department of Aviation  
I. D. Badging Office  
O'Hare International Airport  
P.O. Box 86142, AMF - O'Hare  
Chicago, IL 60666-0142

Department of Aviation  
I. D. Badging Office  
Midway Airport  
5700 South Cicero  
Chicago, IL 60638

## Exhibit D.19: Concessions Construction Barricade and Graphic Standards

The Chicago Department of Aviation (CDA) Concessions Program has established a construction barricade and graphic standard. The following must be adhered to by all Chicago Department of Aviation (CDA) Concessionaires.

Design and Construction Standard Operating Procedures Concessions Projects (C-SOP Exhibits)

Barricades provide a safety barrier between the construction site and passengers. The graphics are an important communication outlet that will act as a commercial or billboard for the Concessionaire and provide maximum visibility. The barricade and graphic installation and cost are the sole responsibility of the Concessionaire.

A barricade plan submittal is required at the time of the project demolition plan submission. The design and construction of all barricades requires advance written approval from the CDA POC prior to the commencement of the barricade construction. The barricade plan and graphic proof should be submitted to the CDA POC. Please contact the CDA POC with questions pertaining to the standard details below.

Due to the broad nature of construction scope, the requirements for barricades are based on the anticipated project timeline.

#### **Tier #1- Projects lasting more than 14 days**

Requirements: Barricade height must extend three inches (3") beyond the store front height, plastic lid with no gaps, flush doors with **70%** graphics application. The Concessionaire will provide professional artwork for graphic barricade displays. Artwork should be submitted prior to production.

#### **Tier #2- Projects completed with evening work or projects lasting less than 14 days**

Requirement: Barricade height must extend three inches (3") beyond the store front height, plastic lid with no gaps, flush doors. Wrap graphics are optional, to meet the minimum sign requirement, the Concessionaire will provide professional artwork for graphic barricade displays. Artwork should be submitted prior to sign production. Graphic application must cover at minimum, **45%** of the barricade face.

### **BARRICADES**

Barricade requirements are as follows:

- Barricades are to be constructed using a bracing system and a smooth, durable vertical surface that graphics may be adhered to. The entire public side of the barricade should be taped/painted as necessary. Barricades are to be straight and level.
- Barricades are required to be extended at the Concessionaire's storefront from floor to the ceiling. Where there is no ceiling, the barricade height shall be equal to or greater than three inches (3") higher than the height of the Concessionaire's storefront.
- A horizontal hard lid or plastic lid (no exposed gaps) is required for the entire length of the barricade.
- Barricades are required to have a flush access door. The door is required to be self-closing and have a combination lock; the combination shall be provided to CDA.
- Barricades may not be more than four feet (4') away from the face of Concessionaire's storefront without written permission from the CDA POC.
- A 4" black vinyl or rubber cove base is required along the entire barricade front.
- Concessionaire's contractor shall secure a plywood floor on top of the airport's flooring system to protect from damage.
- The contractor is required to install the necessary structural bracing to secure the barricade and ensure it is rigid and structurally sound.

### **Exhibit D.19: Concessions Construction Barricade and Graphic Standards Cont'd.**

- The contractor is required to continuously monitor the barricade and must provide all touch-up work throughout the construction period to maintain the barricade in a presentable condition.
- A 24" x 36" locked bulletin board inside a clear aluminum frame adjacent to the access door shall display the building permit, safety/security information, incident notification form, and copy of eForm.

- Barricades must be installed between the hours of 10pm – 5am.

## GRAPHICS

All graphic artwork requirements are as follows:

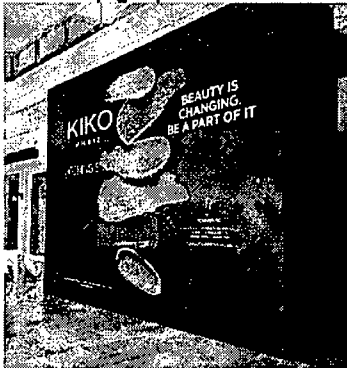
- Concessionaires are required to retain the services of a professional graphic or sign firm with a successful track record of producing and installing high quality, large-scale graphics.
- The Concessionaire must submit a professionally prepared graphic rendering to the CDA POC for written approval prior to fabrication. No production work should commence without the express, written approval from the CDA POC.
- The graphics are to be full color, incorporating photographs, logos, and/or iconic elements portraying key elements of the Concessionaire's business, with specific written information pertaining to the Concessionaire's store name and opening date; the text may contain Concessionaire's website.
- Graphics must be self-adhering or mounted to a smooth vertical surface that can be adhered to the barricade; no grommets, nails, screws, or other fasteners will be allowed.
- Graphics must be properly aligned without any creases, bubbles or torn edges. Graphics installed misaligned or with creases will need to be replaced.
- The graphics must to be installed within 24 hours of the barricade installation.
- Barricade graphics must be installed between the hours of 10pm – 5am.

There are multiple material choices available to reach the listed requirements. The vendors below have worked with the airport or in a similar airport environment.

- Boston Barricade (772) 257-7170
- Britten Banner (855) 763-8204
- GSS Creative (312) 553-2111
- NuBarricade manufacturers reusable barricade panels (763) 232-3740

## Graphic Examples

Full wrap graphic



70% coverage graphic



Partial graphic displays



**EXHIBIT 11**

**ECONOMIC DISCLOSURE STATEMENTS AND AFFIDAVITS**

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Taking Flight Concessions, LLC

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: \_\_\_\_\_

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1)) State the legal name of the entity in which the Disclosing Party holds a right of control: \_\_\_\_\_

B. Business address of the Disclosing Party: 2026 W. Superior Chicago, IL 60612

C. Telephone: 312-620-1000 Fax: \_\_\_\_\_ Email: \_\_\_\_\_

D. Name of contact person: John Wober

E. Federal Employer Identification No. (if you have one) \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

REQUEST FOR PROPOSALS TO LEASE, DEVELOP, AND OPERATE A CONVENIENCE AND VENDING CONCESSION AT THE O'HARE AIRPORT MULTIMODAL FACILITY (Dated 9/11/18)

G. Which City agency or department is requesting this EDS? Chicago Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- |   |   |
|---|---|
| <input type="checkbox"/> Person                                   | <input checked="" type="checkbox"/> Limited liability company |
| <input type="checkbox"/> Publicly registered business corporation | <input type="checkbox"/> Limited liability partnership        |
| <input type="checkbox"/> Privately held business corporation      | <input type="checkbox"/> Joint venture                        |
| <input type="checkbox"/> Sole proprietorship                      | <input type="checkbox"/> Not-for-profit corporation           |
| <input type="checkbox"/> General partnership                      | (Is the not-for-profit corporation also a 501(c)(3))?         |
| <input type="checkbox"/> Limited partnership                      | <input type="checkbox"/> Yes <input type="checkbox"/> No      |
| <input type="checkbox"/> Trust                                    | <input type="checkbox"/> Other (please specify)               |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

State of Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes  No  Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
<u>Mobility Innovation, Inc.</u>	<u>Manager</u>
<u>JHM Corporation</u>	<u>Manager</u>
<u>MINA 1 ENTERPRISE GROUP, INC.</u>	<u>Member</u>

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
NONE		

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.



Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
SIMPSON DATTILO, LLC	5680 S. Archer Ave Suite 200 Chicago, IL 60638	Attorney	\$3000.00

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes  No  No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes  No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

---

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slavcholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

     2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

---

N/A

---

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes                       No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes                       No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes                       No                       Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes                       No

If you checked "No" to question (1) or (2) above, please provide an explanation:

---

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.



**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Taking Flight Coessions LLC  
(Print or type exact legal name of Disclosing Party)

By: [Signature]  
(Sign here)

John Wober  
(Print or type name of person signing)

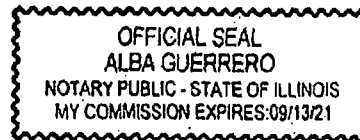
Manager  
(Print or type title of person signing)

Signed and sworn to before me on (date) October 4, 2019.

at Cook County, Illinois (state).

[Signature]  
Notary Public

Commission expires: 9/13/21



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

JHM CORPORATION

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: TAKING FLIGHT CONCESSIONS LLC

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party:

843 W. Adams st. suite 401

Chicago, IL 60607

C. Telephone: 312-451-5262

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

.com

D. Name of contact person: JULIA RENDON

E. Federal Employer Identification No. (if you have one) \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

REQUEST OF PROPOSAL TO LEASE, DEVELOP, AND OPERATE A CONVENIENCE AND VENDING CONCESSION AT O'HARE MULTIMODAL FACILITY

G. Which City agency or department is requesting this EDS? DEPARTMENT OF AVIATION

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
  - Publicly registered business corporation
  - Privately held business corporation
  - Sole proprietorship
  - General partnership
  - Limited partnership
  - Trust
  - Limited liability company
  - Limited liability partnership
  - Joint venture
  - Not-for-profit corporation
- (Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No  
 Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

ILLINOIS

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) for not-for-profit corporations, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) for trusts, estates or other similar entities, the trustee, executor, administrator, or similarly situated party; (iv) for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
JULIA RENDON	PRESIDENT/DIRECTOR
JULIA RENDON	VICE PRESIDENT/DIRECTOR
JULIA RENDON	TREASURER/SECRETARY/DIRECTOR

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
N/A		

### SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS?  Yes  No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS?  Yes  No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

N/A

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

Yes  No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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N/A

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.



3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;
- b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;
- c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;
- d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
- e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest
N/A		

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

**E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS**

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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**SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS**

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

**A. CERTIFICATION REGARDING LOBBYING**

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

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(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

- A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.
- B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.
- C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.
- D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.
- E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

JHM CORPORATION  
(Print or type exact legal name of Disclosing Party)

By: [Signature]  
(Sign here)

JULIA RENDON  
(Print or type name of person signing)

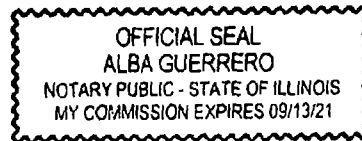
PRESIDENT  
(Print or type title of person signing)

Signed and sworn to before me on (date) October 2, 2019.

at COOK County, Illinois (state).

Alba Guerrero  
Notary Public

Commission expires: 9/13/21





**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

N/A

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

MINA 1 ENTERPRISE GROUP, INC.

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant  
OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: Taking Flight Concessions LLC

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 555 W DEVON AVE  
PARK RIDGE , IL 60068

C. Telephone: 847-312-9051 Fax: \_\_\_\_\_ Email: \_\_\_\_\_ com

D. Name of contact person: Hetal Patel

E. Federal Employer Identification No. (if you have one): \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):  
REQUEST FOR PROPOSALS TO LEASE, DEVELOP, AND OPERATE A CONVENIENCE AND VENDING CONCESSION AT THE O'HARE AIRPORT MULTIMODAL FACILITY (Dated 9/11/18)

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY

1. Indicate the nature of the Disclosing Party:

- |   |  |
|---|--|
| <input type="checkbox"/> Person   | <input type="checkbox"/> Limited liability company       |
| <input type="checkbox"/> Publicly registered business corporation       | <input type="checkbox"/> Limited liability partnership   |
| <input checked="" type="checkbox"/> Privately held business corporation | <input type="checkbox"/> Joint venture                   |
| <input type="checkbox"/> Sole proprietorship                            | <input type="checkbox"/> Not-for-profit corporation      |
| <input type="checkbox"/> General partnership                            | (Is the not-for-profit corporation also a 501(c)(3))?    |
| <input type="checkbox"/> Limited partnership                            | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <input type="checkbox"/> Trust  | <input type="checkbox"/> Other (please specify)          |

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       Organized in Illinois

### B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
HETAL PATEL	President

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

NOTE: Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
HETAL PATEL	555 W DEVON AVE PARK RIDGE , IL 60068	100%

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [X] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

N/A

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

N/A

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees ( <u>indicate whether paid or estimated.</u> ) <b>NOTE:</b> "hourly rate" or "t.b.d." is not an acceptable response.
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N/A

(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

**SECTION V -- CERTIFICATIONS**

**A. COURT-ORDERED CHILD SUPPORT COMPLIANCE**

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes     No     No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes     No

**B. FURTHER CERTIFICATIONS**

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").



Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
  - b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
  - d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).
6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.
7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.
8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.
9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").
10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such

contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes                       No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes                       No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name	Business Address	Nature of Financial Interest

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

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SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

**NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.**

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A

---

---

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

**B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes  No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes  No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes  No  Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes  No

If you checked "No" to question (1) or (2) above, please provide an explanation:

N/A

## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.

E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

MINA 1 ENTERPRISE GROUP, INC.

(Print or type exact legal name of Disclosing Party)

By: Hetal Patel  
Disclosed by:  
(Sign here)

HETAL PATEL

(Print or type name of person signing)

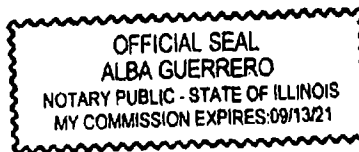
President

(Print or type title of person signing)

Signed and sworn to before me on (date) October 2, 2019.

at Cook County, Illinois (state).

Alba Guerrero  
Notary Public



Commission expires: 9/13/21

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

[ ] Yes                      [X] No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes                       No                       The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

N/A

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT  
AND AFFIDAVIT**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting this EDS. Include d/b/a/ if applicable:

Mobility Innovation, Inc.

**Check ONE of the following three boxes:**

Indicate whether the Disclosing Party submitting this EDS is:

1.  the Applicant

OR

2.  a legal entity currently holding, or anticipated to hold within six months after City action on the contract, transaction or other undertaking to which this EDS pertains (referred to below as the "Matter"), a direct or indirect interest in excess of 7.5% in the Applicant. State the Applicant's legal name: Taking Flight Concessions, LLC

OR

3.  a legal entity with a direct or indirect right of control of the Applicant (see Section II(B)(1))  
State the legal name of the entity in which the Disclosing Party holds a right of control:

B. Business address of the Disclosing Party: 2026 W. Superior Chicago, IL 60612

C. Telephone: 312-620-1000 Fax: \_\_\_\_\_ Email: \_\_\_\_\_ com

D. Name of contact person: John Wober

E. Federal Employer Identification No. (if you have one) \_\_\_\_\_

F. Brief description of the Matter to which this EDS pertains. (Include project number and location of property, if applicable):

REQUEST FOR PROPOSALS TO LEASE, DEVELOP, AND OPERATE A CONVENIENCE AND VENDING CONCESSION AT THE O'HARE AIRPORT MULTIMODAL FACILITY (Dated 9/11/18)

G. Which City agency or department is requesting this EDS? Department of Aviation

If the Matter is a contract being handled by the City's Department of Procurement Services, please complete the following:

Specification # \_\_\_\_\_ and Contract # \_\_\_\_\_

**SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS**

**A. NATURE OF THE DISCLOSING PARTY**

1. Indicate the nature of the Disclosing Party:

- Person
- Publicly registered business corporation
- Privately held business corporation
- Sole proprietorship
- General partnership
- Limited partnership
- Trust
- Limited liability company
- Limited liability partnership
- Joint venture
- Not-for-profit corporation  
(Is the not-for-profit corporation also a 501(c)(3))?  
 Yes       No
- Other (please specify)

2. For legal entities, the state (or foreign country) of incorporation or organization, if applicable:

Illinois

3. For legal entities not organized in the State of Illinois: Has the organization registered to do business in the State of Illinois as a foreign entity?

- Yes       No       Organized in Illinois

**B. IF THE DISCLOSING PARTY IS A LEGAL ENTITY:**

1. List below the full names and titles, if applicable, of: (i) all executive officers and all directors of the entity; (ii) **for not-for-profit corporations**, all members, if any, which are legal entities (if there are no such members, write "no members which are legal entities"); (iii) **for trusts, estates or other similar entities**, the trustee, executor, administrator, or similarly situated party; (iv) **for general or limited partnerships, limited liability companies, limited liability partnerships or joint ventures**, each general partner, managing member, manager or any other person or legal entity that directly or indirectly controls the day-to-day management of the Applicant.

**NOTE:** Each legal entity listed below must submit an EDS on its own behalf.

Name	Title
John Wober	President

2. Please provide the following information concerning each person or legal entity having a direct or indirect, current or prospective (i.e. within 6 months after City action) beneficial interest (including ownership) in excess of 7.5% of the Applicant. Examples of such an interest include shares in a corporation, partnership interest in a partnership or joint venture, interest of a member or manager in a

limited liability company, or interest of a beneficiary of a trust, estate or other similar entity. If none, state "None."

**NOTE:** Each legal entity listed below may be required to submit an EDS on its own behalf.

Name	Business Address	Percentage Interest in the Applicant
NONE		

**SECTION III -- INCOME OR COMPENSATION TO, OR OWNERSHIP BY, CITY ELECTED OFFICIALS**

Has the Disclosing Party provided any income or compensation to any City elected official during the 12-month period preceding the date of this EDS? [ ] Yes [X] No

Does the Disclosing Party reasonably expect to provide any income or compensation to any City elected official during the 12-month period following the date of this EDS? [ ] Yes [X] No

If "yes" to either of the above, please identify below the name(s) of such City elected official(s) and describe such income or compensation:

N/A

Does any City elected official or, to the best of the Disclosing Party's knowledge after reasonable inquiry, any City elected official's spouse or domestic partner, have a financial interest (as defined in Chapter 2-156 of the Municipal Code of Chicago ("MCC")) in the Disclosing Party?

[ ] Yes [X] No

If "yes," please identify below the name(s) of such City elected official(s) and/or spouse(s)/domestic partner(s) and describe the financial interest(s).

N/A

**SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES**

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist (as defined in MCC Chapter 2-156), accountant, consultant and any other person or entity whom the Disclosing Party has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Disclosing Party is not required to disclose employees who are paid solely through the Disclosing Party's regular payroll. If the Disclosing Party is uncertain whether a disclosure is required under this Section, the Disclosing Party must either ask the City whether disclosure is required or make the disclosure.

Name (indicate whether retained or anticipated to be retained)	Business Address	Relationship to Disclosing Party (subcontractor, attorney, lobbyist, etc.)	Fees (indicate whether paid or estimated.) NOTE: "hourly rate" or "t.b.d." is not an acceptable response.
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SIMPSON DATTILO LLC (Retained)	5680 S. Archer Ave Suite 200 Chicago, IL 60638	Attorney	\$3000 (Estimated)
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(Add sheets if necessary)

Check here if the Disclosing Party has not retained, nor expects to retain, any such persons or entities.

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under MCC Section 2-92-415, substantial owners of business entities that contract with the City must remain in compliance with their child support obligations throughout the contract's term.

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrearage on any child support obligations by any Illinois court of competent jurisdiction?

Yes  No  No person directly or indirectly owns 10% or more of the Disclosing Party.

If "Yes," has the person entered into a court-approved agreement for payment of all support owed and is the person in compliance with that agreement?

Yes  No

### B. FURTHER CERTIFICATIONS

1. [This paragraph 1 applies only if the Matter is a contract being handled by the City's Department of Procurement Services.] In the 5-year period preceding the date of this EDS, neither the Disclosing Party nor any Affiliated Entity [see definition in (5) below] has engaged, in connection with the performance of any public contract, the services of an integrity monitor, independent private sector inspector general, or integrity compliance consultant (i.e., an individual or entity with legal, auditing, investigative, or other similar skills, designated by a public agency to help the agency monitor the activity of specified agency vendors as well as help the vendors reform their business practices so they can be considered for agency contracts in the future, or continue with a contract in progress).

2. The Disclosing Party and its Affiliated Entities are not delinquent in the payment of any fine, fee, tax or other source of indebtedness owed to the City of Chicago, including, but not limited to, water and sewer charges, license fees, parking tickets, property taxes and sales taxes, nor is the Disclosing Party delinquent in the payment of any tax administered by the Illinois Department of Revenue.

3. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II(B)(1) of this EDS:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from any transactions by any federal, state or local unit of government;

b. have not, during the 5 years before the date of this EDS, been convicted of a criminal offense, adjudged guilty, or had a civil judgment rendered against them in connection with: obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; a violation of federal or state antitrust statutes; fraud; embezzlement; theft; forgery; bribery; falsification or destruction of records; making false statements; or receiving stolen property;

c. are not presently indicted for, or criminally or civilly charged by, a governmental entity (federal, state or local) with committing any of the offenses set forth in subparagraph (b) above;

d. have not, during the 5 years before the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

e. have not, during the 5 years before the date of this EDS, been convicted, adjudged guilty, or found liable in a civil proceeding, or in any criminal or civil action, including actions concerning environmental violations, instituted by the City or by the federal government, any state, or any other unit of local government.

4. The Disclosing Party understands and shall comply with the applicable requirements of MCC Chapters 2-56 (Inspector General) and 2-156 (Governmental Ethics).

5. Certifications (5), (6) and (7) concern:

- the Disclosing Party;
- any "Contractor" (meaning any contractor or subcontractor used by the Disclosing Party in connection with the Matter, including but not limited to all persons or legal entities disclosed under Section IV, "Disclosure of Subcontractors and Other Retained Parties");
- any "Affiliated Entity" (meaning a person or entity that, directly or indirectly: controls the Disclosing Party, is controlled by the Disclosing Party, or is, with the Disclosing Party, under common control of another person or entity). Indicia of control include, without limitation: interlocking management or ownership; identity of interests among family members, shared facilities and equipment; common use of employees; or organization of a business entity following the ineligibility of a business entity to do business with federal or state or local government, including the City, using substantially the same management, ownership, or principals as the ineligible entity. With respect to Contractors, the term Affiliated Entity means a person or entity that directly or indirectly controls the Contractor, is controlled by it, or, with the Contractor, is under common control of another person or entity;
- any responsible official of the Disclosing Party, any Contractor or any Affiliated Entity or any other official, agent or employee of the Disclosing Party, any Contractor or any Affiliated Entity, acting pursuant to the direction or authorization of a responsible official of the Disclosing Party, any Contractor or any Affiliated Entity (collectively "Agents").

Neither the Disclosing Party, nor any Contractor, nor any Affiliated Entity of either the Disclosing Party or any Contractor, nor any Agents have, during the 5 years before the date of this EDS, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the 5 years before the date of such Contractor's or Affiliated Entity's contract or engagement in connection with the Matter:

- a. bribed or attempted to bribe, or been convicted or adjudged guilty of bribery or attempting to bribe, a public officer or employee of the City, the State of Illinois, or any agency of the federal government or of any state or local government in the United States of America, in that officer's or employee's official capacity;
- b. agreed or colluded with other bidders or prospective bidders, or been a party to any such agreement, or been convicted or adjudged guilty 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. made an admission of such conduct described in subparagraph (a) or (b) above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions referenced in MCC Subsection 2-92-320(a)(4)(Contracts Requiring a Base Wage); (a)(5)(Debarment Regulations); or (a)(6)(Minimum Wage Ordinance).

6. Neither the Disclosing Party, nor any Affiliated Entity or Contractor, or any of their employees, officials, agents or partners, is barred from contracting with any unit of state or local government as a result of engaging in or being convicted of (1) bid-rigging in violation of 720 ILCS 5/33E-3; (2) bid-rotating in violation of 720 ILCS 5/33E-4; or (3) any similar offense of any state or of the United States of America that contains the same elements as the offense of bid-rigging or bid-rotating.

7. Neither the Disclosing Party nor any Affiliated Entity is listed on a Sanctions List maintained by the United States Department of Commerce, State, or Treasury, or any successor federal agency.

8. [FOR APPLICANT ONLY] (i) Neither the Applicant nor any "controlling person" [see MCC Chapter 1-23, Article I for applicability and defined terms] of the Applicant is currently indicted or charged with, or has admitted guilt of, or has ever been convicted of, or placed under supervision for, any criminal offense involving actual, attempted, or conspiracy to commit bribery, theft, fraud, forgery, perjury, dishonesty or deceit against an officer or employee of the City or any "sister agency"; and (ii) the Applicant understands and acknowledges that compliance with Article I is a continuing requirement for doing business with the City. NOTE: If MCC Chapter 1-23, Article I applies to the Applicant, that Article's permanent compliance timeframe supersedes 5-year compliance timeframes in this Section V.

9. [FOR APPLICANT ONLY] The Applicant and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed as having an active exclusion by the U.S. EPA on the federal System for Award Management ("SAM").

10. [FOR APPLICANT ONLY] The Applicant will obtain from any contractors/subcontractors hired or to be hired in connection with the Matter certifications equal in form and substance to those in Certifications (2) and (9) above and will not, without the prior written consent of the City, use any such



contractor/subcontractor that does not provide such certifications or that the Applicant has reason to believe has not provided or cannot provide truthful certifications.

11. If the Disclosing Party is unable to certify to any of the above statements in this Part B (Further Certifications), the Disclosing Party must explain below:

N/A

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If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

12. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all current employees of the Disclosing Party who were, at any time during the 12-month period preceding the date of this EDS, an employee, or elected or appointed official, of the City of Chicago (if none, indicate with "N/A" or "none").

N/A

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13. To the best of the Disclosing Party's knowledge after reasonable inquiry, the following is a complete list of all gifts that the Disclosing Party has given or caused to be given, at any time during the 12-month period preceding the execution date of this EDS, to an employee, or elected or appointed official, of the City of Chicago. For purposes of this statement, a "gift" does not include: (i) anything made generally available to City employees or to the general public, or (ii) food or drink provided in the course of official City business and having a retail value of less than \$25 per recipient, or (iii) a political contribution otherwise duly reported as required by law (if none, indicate with "N/A" or "none"). As to any gift listed below, please also list the name of the City recipient.

N/A

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### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

1. The Disclosing Party certifies that the Disclosing Party (check one)

is  is not

a "financial institution" as defined in MCC Section 2-32-455(b).

2. If the Disclosing Party IS a financial institution, then the Disclosing Party pledges:

"We are not and will not become a predatory lender as defined in MCC Chapter 2-32. We further pledge that none of our affiliates is, and none of them will become, a predatory lender as defined in MCC Chapter 2-32. We understand that becoming a predatory lender or becoming an affiliate of a predatory lender may result in the loss of the privilege of doing business with the City."

If the Disclosing Party is unable to make this pledge because it or any of its affiliates (as defined in MCC Section 2-32-455(b)) is a predatory lender within the meaning of MCC Chapter 2-32, explain here (attach additional pages if necessary):

N/A

If the letters "NA," the word "None," or no response appears on the lines above, it will be conclusively presumed that the Disclosing Party certified to the above statements.

**D. CERTIFICATION REGARDING FINANCIAL INTEREST IN CITY BUSINESS**

Any words or terms defined in MCC Chapter 2-156 have the same meanings if used in this Part D.

1. In accordance with MCC Section 2-156-110: To the best of the Disclosing Party's knowledge after reasonable inquiry, does any official or employee of the City have a financial interest in his or her own name or in the name of any other person or entity in the Matter?

Yes

No

NOTE: If you checked "Yes" to Item D(1), proceed to Items D(2) and D(3). If you checked "No" to Item D(1), skip Items D(2) and D(3) and proceed to Part E.

2. Unless sold pursuant to a process of competitive bidding, or otherwise permitted, no City elected official or employee shall have a financial interest in his or her own name or in the name of any other person or entity in the purchase of any property that (i) belongs to the City, or (ii) is sold for taxes or assessments, or (iii) is sold by virtue of legal process at the suit of the City (collectively, "City Property Sale"). Compensation for property taken pursuant to the City's eminent domain power does not constitute a financial interest within the meaning of this Part D.

Does the Matter involve a City Property Sale?

Yes

No

3. If you checked "Yes" to Item D(1), provide the names and business addresses of the City officials or employees having such financial interest and identify the nature of the financial interest:

Name

Business Address

Nature of Financial Interest

N/A

4. The Disclosing Party further certifies that no prohibited financial interest in the Matter will be acquired by any City official or employee.

E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

Please check either (1) or (2) below. If the Disclosing Party checks (2), the Disclosing Party must disclose below or in an attachment to this EDS all information required by (2). Failure to comply with these disclosure requirements may make any contract entered into with the City in connection with the Matter voidable by the City.

X 1. The Disclosing Party verifies that the Disclosing Party has searched any and all records of the Disclosing Party and any and all predecessor entities regarding records of investments or profits from slavery or slaveholder insurance policies during the slavery era (including insurance policies issued to slaveholders that provided coverage for damage to or injury or death of their slaves), and the Disclosing Party has found no such records.

\_\_\_ 2. The Disclosing Party verifies that, as a result of conducting the search in step (1) above, the Disclosing Party has found records of investments or profits from slavery or slaveholder insurance policies. The Disclosing Party verifies that the following constitutes full disclosure of all such records, including the names of any and all slaves or slaveholders described in those records:

N/A  
\_\_\_\_\_  
\_\_\_\_\_

SECTION VI -- CERTIFICATIONS FOR FEDERALLY FUNDED MATTERS

NOTE: If the Matter is federally funded, complete this Section VI. If the Matter is not federally funded, proceed to Section VII. For purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

A. CERTIFICATION REGARDING LOBBYING

1. List below the names of all persons or entities registered under the federal Lobbying Disclosure Act of 1995, as amended, who have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter: (Add sheets if necessary):

N/A  
\_\_\_\_\_  
\_\_\_\_\_

(If no explanation appears or begins on the lines above, or if the letters "NA" or if the word "None" appear, it will be conclusively presumed that the Disclosing Party means that NO persons or entities registered under the Lobbying Disclosure Act of 1995, as amended, have made lobbying contacts on behalf of the Disclosing Party with respect to the Matter.)

2. The Disclosing Party has not spent and will not expend any federally appropriated funds to pay any person or entity listed in paragraph A(1) above for his or her lobbying activities or to pay any person or entity to influence or attempt to influence an officer or employee of any agency, as defined by applicable federal law, a member of Congress, an officer or employee of Congress, or an employee

of a member of Congress, in connection with the award of any federally funded contract, making any federally funded grant or loan, entering into any cooperative agreement, or to extend, continue, renew, amend, or modify any federally funded contract, grant, loan, or cooperative agreement.

3. The Disclosing Party will submit an updated certification at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the statements and information set forth in paragraphs A(1) and A(2) above.

4. The Disclosing Party certifies that either: (i) it is not an organization described in section 501(c)(4) of the Internal Revenue Code of 1986; or (ii) it is an organization described in section 501(c)(4) of the Internal Revenue Code of 1986 but has not engaged and will not engage in "Lobbying Activities," as that term is defined in the Lobbying Disclosure Act of 1995, as amended.

5. If the Disclosing Party is the Applicant, the Disclosing Party must obtain certifications equal in form and substance to paragraphs A(1) through A(4) above from all subcontractors before it awards any subcontract and the Disclosing Party must maintain all such subcontractors' certifications for the duration of the Matter and must make such certifications promptly available to the City upon request.

#### B. CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY

If the Matter is federally funded, federal regulations require the Applicant and all proposed subcontractors to submit the following information with their bids or in writing at the outset of negotiations.

Is the Disclosing Party the Applicant?

Yes

No

If "Yes," answer the three questions below:

1. Have you developed and do you have on file affirmative action programs pursuant to applicable federal regulations? (See 41 CFR Part 60-2.)

Yes

No

2. Have you filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs, or the Equal Employment Opportunity Commission all reports due under the applicable filing requirements?

Yes

No

Reports not required

3. Have you participated in any previous contracts or subcontracts subject to the equal opportunity clause?

Yes

No

If you checked "No" to question (1) or (2) above, please provide an explanation:

N/A

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## SECTION VII -- FURTHER ACKNOWLEDGMENTS AND CERTIFICATION

The Disclosing Party understands and agrees that:

A. The certifications, disclosures, and acknowledgments contained in this EDS will become part of any contract or other agreement between the Applicant and the City in connection with the Matter, whether procurement, City assistance, or other City action, and are material inducements to the City's execution of any contract or taking other action with respect to the Matter. The Disclosing Party understands that it must comply with all statutes, ordinances, and regulations on which this EDS is based.

B. The City's Governmental Ethics Ordinance, MCC Chapter 2-156, imposes certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. The full text of this ordinance and a training program is available on line at [www.cityofchicago.org/Ethics](http://www.cityofchicago.org/Ethics), and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610, (312) 744-9660. The Disclosing Party must comply fully with this ordinance.

C. If the City determines that any information provided in this EDS is false, incomplete or inaccurate, any contract or other agreement in connection with which it is submitted may be rescinded or be void or voidable, and the City may pursue any remedies under the contract or agreement (if not rescinded or void), at law, or in equity, including terminating the Disclosing Party's participation in the Matter and/or declining to allow the Disclosing Party to participate in other City transactions. Remedies at law for a false statement of material fact may include incarceration and an award to the City of treble damages.

D. It is the City's policy to make this document available to the public on its Internet site and/or upon request. Some or all of the information provided in, and appended to, this EDS may be made publicly available on the Internet, in response to a Freedom of Information Act request, or otherwise. By completing and signing this EDS, the Disclosing Party waives and releases any possible rights or claims which it may have against the City in connection with the public release of information contained in this EDS and also authorizes the City to verify the accuracy of any information submitted in this EDS.


E. The information provided in this EDS must be kept current. In the event of changes, the Disclosing Party must supplement this EDS up to the time the City takes action on the Matter. If the Matter is a contract being handled by the City's Department of Procurement Services, the Disclosing Party must update this EDS as the contract requires. **NOTE:** With respect to Matters subject to MCC Chapter 1-23, Article I (imposing **PERMANENT INELIGIBILITY** for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period; as required by MCC Chapter 1-23 and Section 2-154-020.

**CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS, and all applicable Appendices, on behalf of the Disclosing Party, and (2) warrants that all certifications and statements contained in this EDS, and all applicable Appendices, are true, accurate and complete as of the date furnished to the City.

Mobility Innovation, Inc.

(Print or type exact legal name of Disclosing Party)

By:   
(Sign here)

John Wober


(Print or type name of person signing)

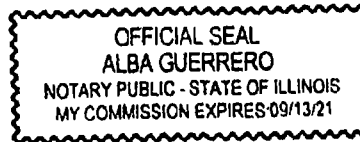
President

(Print or type title of person signing)

Signed and sworn to before me on (date) October 2, 2019.

at Cook County, Illinois (state).

  
Notary Public



Commission expires: 9/13/21

**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX A**

**FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS  
AND DEPARTMENT HEADS**

**This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5%. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.**

Under MCC Section 2-154-015, the Disclosing Party must disclose whether such Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently has a "familial relationship" with any elected city official or department head. A "familial relationship" exists if, as of the date this EDS is signed, the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof is related to the mayor, any alderman, the city clerk, the city treasurer or any city department head as spouse or domestic partner or as any of the following, whether by blood or adoption: parent, child, brother or sister, aunt or uncle, niece or nephew, grandparent, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister or half-brother or half-sister.

"Applicable Party" means (1) all executive officers of the Disclosing Party listed in Section II.B.1.a., if the Disclosing Party is a corporation; all partners of the Disclosing Party, if the Disclosing Party is a general partnership; all general partners and limited partners of the Disclosing Party, if the Disclosing Party is a limited partnership; all managers, managing members and members of the Disclosing Party, if the Disclosing Party is a limited liability company; (2) all principal officers of the Disclosing Party; and (3) any person having more than a 7.5% ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director, chief financial officer, treasurer or secretary of a legal entity or any person exercising similar authority.

Does the Disclosing Party or any "Applicable Party" or any Spouse or Domestic Partner thereof currently have a "familial relationship" with an elected city official or department head?

Yes

No

If yes, please identify below (1) the name and title of such person, (2) the name of the legal entity to which such person is connected; (3) the name and title of the elected city official or department head to whom such person has a familial relationship, and (4) the precise nature of such familial relationship.

N/A

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX B**

**BUILDING CODE SCOFFLAW/PROBLEM LANDLORD CERTIFICATION**

This Appendix is to be completed only by (a) the Applicant, and (b) any legal entity which has a direct ownership interest in the Applicant exceeding 7.5% (an "Owner"). It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

1. Pursuant to MCC Section 2-154-010, is the Applicant or any Owner identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

2. If the Applicant is a legal entity publicly traded on any exchange, is any officer or director of the Applicant identified as a building code scofflaw or problem landlord pursuant to MCC Section 2-92-416?

Yes

No

The Applicant is not publicly traded on any exchange.

3. If yes to (1) or (2) above, please identify below the name of each person or legal entity identified as a building code scofflaw or problem landlord and the address of each building or buildings to which the pertinent code violations apply.

N/A

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**CITY OF CHICAGO  
ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT  
APPENDIX C**

**PROHIBITION ON WAGE & SALARY HISTORY SCREENING - CERTIFICATION**

This Appendix is to be completed only by an Applicant that is completing this EDS as a “contractor” as defined in MCC Section 2-92-385. That section, which should be consulted ([www.amlegal.com](http://www.amlegal.com)), generally covers a party to any agreement pursuant to which they: (i) receive City of Chicago funds in consideration for services, work or goods provided (including for legal or other professional services), or (ii) pay the City money for a license, grant or concession allowing them to conduct a business on City premises.

On behalf of an Applicant that is a contractor pursuant to MCC Section 2-92-385, I hereby certify that the Applicant is in compliance with MCC Section 2-92-385(b)(1) and (2), which prohibit: (i) screening job applicants based on their wage or salary history, or (ii) seeking job applicants’ wage or salary history from current or former employers. I also certify that the Applicant has adopted a policy that includes those prohibitions.

Yes

No

N/A – I am not an Applicant that is a “contractor” as defined in MCC Section 2-92-385.

This certification shall serve as the affidavit required by MCC Section 2-92-385(c)(1).

If you checked “no” to the above, please explain.

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**EXHIBIT 12**

**AIRPORT CONCESSIONS HANDBOOK**

# AIRPORT CONCESSION PROGRAM HANDBOOK



***CITY OF CHICAGO***

***DEPARTMENT OF AVIATION***

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## **INTRODUCTION:**

The City of Chicago ("City") and the Chicago Department of Aviation ("CDA") welcome you to the family of concessionaires operating at the City's airports. Your concession represents an excellent business and professional opportunity to serve the traveling public as well as operate a profitable enterprise. In order to ensure quality and uniformity among all concessions, we have designed a Concessions Program that is outlined in this handbook. It is important that you review and adhere to these standards as they will serve as tools for the successful operation of your concession.

## **THE CONCESSIONS PROGRAM:**

The CDA's Airport Concessions Program serves as the primary resource to meet the needs of the traveling public with regard to the provision of quality, reasonably-priced goods and services at Chicago's airports. To this end, CDA is further responsible for the outreach, selection, coordination and monitoring of concessionaires. In order to fulfill these responsibilities, CDA has several functional units that, as part of their overall duties, operate as liaisons to prospective and existing concessionaires. The primary units and their concession-related functions are as follows:

<u>CDA UNIT</u>	<u>FUNCTIONS</u>
Commissioner's Office	Policy generation and resolution.
Managing Deputy Commissioner	Overall coordination of revenue, finance, bonding, insurance, property management and concessions functions/issues including merchandising plans, outreach, proposal generation and evaluation, contract negotiation, and overall coordination and processing.
Assistant Commissioner	Assist in overseeing Concessions, the monitoring program and general airport guidelines.
Concession Management Representative ("CMR")	Entity retained by the CDA to assist in overseeing Concessions, including construction of Improvements at the airport.
Planning/Coordinating Architects	Plan and design review; construction coordination and monitoring.
Finance/Revenue	Financial reporting, review and auditing.
Security	Coordination of security identification and other related issues.

## **THE MONITORING PROGRAM:**

The Monitoring Program is designed to provide a process to ensure that concessions operating in the Airports comply with the ordinances and policies of the City, provisions of their respective Lease Agreements and specific airport guidelines as established by the CDA. The primary areas that will be reviewed include financial commitments, maintenance of concession space(s), licensing (where required), and overall adherence to the provisions of the Lease Agreement.

The intent of the Monitoring Program is to benefit the traveling public and other airport visitors, concessionaires and the City.

## **THE PRE-MONITORING PROCESS:**

After a prospective concession is selected by CDA there are five stages that precede the commencement of the Monitoring Program.

### **STAGE 1 - CITY COUNCIL APPROVAL**

Upon completing lease negotiations with the concessionaire, CDA forwards the lease agreement ("Agreement"), signed by the Tenant, to the City's Law Department. After the Law Department's review of the form and legality of the proposed concession agreement, the proposed tenant is introduced to the full City Council. City Council sends the Agreement to the Aviation Committee for review. The Aviation Committee approves, rejects or requests further information. Once approved by the Aviation Committee, the recommendation is forwarded to the full City Council for final approval. In most cases, recommendations submitted to the full Council by Committee are ratified, usually at the next meeting. This approval is documented in the "Journal of Proceedings." The documented approval and contract are then forwarded to the Mayor and other pertinent City departments for execution.

### **STAGE 2 - LEASE AGREEMENT**

The Lease Agreement outlines a concessionaire's contractual relationship with the City. It delineates the responsibilities, expectations and the requirements of both parties, financial and non-financial. During negotiation of the terms of the agreement, you will have cause to interact with individuals from the CDA and the CMR Office. The Managing Deputy Commissioner of Concessions will oversee the processing of the Lease Agreement as well the Monitoring Program.

### STAGE 3 - DESIGN APPROVAL

All concessionaires must submit a conceptual, schematic drawing which shows the general design of the unit. The Planning and Architecture departments will review the concept, and if the approval is given, a letter will be sent giving conceptual approval and requesting 100% architectural drawings including a complete materials board, plans and specifications so the plans meet the CDA requirements and aesthetic appeal. Upon providing approval of the 100% plans, Architecture will send a letter to the concessionaire giving authority to apply to the City Buildings Department for building permits. In no case may construction begin prior to the receipt of this approval. The Planning Unit will also monitor construction in progress.

### STAGE 4 - PRE-CONSTRUCTION APPROVAL

Prior to construction, each concession will meet with the CMR for the purpose of providing the concessionaire with general airport construction guidelines. Examples of these guidelines are locations and times for pick-ups, deliveries, refuse disposal, elevator usage, and badging.

Following the operations meeting, the CMR will schedule a pre-construction meeting with CDA. Prior to the meeting, the General Contractor for the project will submit all documents, permits and approvals to CDA for review. Construction may begin following approval at the pre-construction meeting.

### STAGE 5 - CONSTRUCTION

After the contract is finalized, each concessionaire has a specified period to commence and complete construction based on approved design and construction specifications. During this period each concessionaire has the responsibility to expeditiously begin and obtain all necessary approvals, licenses, insurances, etc. Each concessionaire should maintain communication with the CMR during the process to ensure that all construction and licensing requirements are addressed in a timely fashion. It is important that the concession be open to the public within the time parameters specified in the Agreement.

### **KEY ELEMENTS OF THE MONITORING PROGRAM:**

The Concessions Monitoring Program consists of three primary elements: operations reviews, audits and pricing reports. Operations reviews will be conducted on an ongoing basis by the CMR. The operations review form in Appendix 2 will provide a frame work for this component of the Monitoring Program.

Financial and compliance audits will be conducted on an annual and periodic basis, respectively. Financial audits will review all financial, bonding and insurance related requirements.

As specified in the Agreement, each concession shall submit an annual pricing report.

## PHYSICAL INSPECTIONS

The Monitoring Process will include ongoing site inspection of each concession site by the CMR. Typical inspections will consist of reviews of facilities, general maintenance, employee practices, product/price conformity and space utilization. Inspection staff will use the CMR Operation Review Form (Appendix 2) to record their findings and observations. Reviews will be sent to the concession manager for review and follow-up on all review items. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation.

## FINANCIAL AUDITS

In accordance with the provisions of the standard Concession Lease Agreement, CDA reserves the right to require a certified public and/or City audit of all books, ledgers, journals, accounts and records of its concessions.

## COMPLIANCE AUDITS

On a regular basis, the CDA will review compliance with insurance coverage, financial commitments and financial reporting requirements. Non-compliance could result in liquidated damages being levied and/or commencement of default proceedings, dependent upon the nature of the violation. Additionally, compliance with ACDBE Special Conditions will be audited.

## SECRET SHOPPING

The CDA, from time to time, may hire an outside contractor to perform "secret shopping" and evaluate employee performance of each concession location. Such reviews shall be used to monitor customer service and cash handling procedures among other things.

## **SUMMARY:**

The Monitoring Program will provide a basis of uniformity to all concessions. Adherence to the Concession Lease Agreement as well as the elements of this Handbook will contribute to the successful operation of your business.

The following Appendices will further delineate additional information/requirements stated above.



## APPENDIX 1

### PHYSICAL INSPECTION STANDARDS:

#### FACILITY MAINTENANCE STANDARDS

##### ITEMS:

- Overall appearance
- Cleanliness of counters, displays, floors, fixtures, equipment, etc.
- Litter management/control
- Pest control

##### STANDARD:

- Clean and neat to the eye.
- Free of dust and litter upon inspection.

##### ACTION:

- Expect employees to clean/dust/sweep/vacuum/mop daily.
- Utilize covered metal waste receptacles.
- Have waste receptacles in high traffic areas.
- Empty waste receptacles into designated compactor areas on a regular basis.
- Have grease traps serviced and cleaned as often as necessary.
- Instruct employees to look for and clean problem areas.
- Provide for regular pest control service to sales and storage areas.
- Have a plan/system for emergency clean-ups and replacement of broken or worn fixtures.
  - Report any damage to the premises to CDA and your insurance company (if applicable) immediately.

##### ITEMS:

- Lease line maintenance
- "Pop-out" areas

##### STANDARD:

- All customer lines must be maintained within the Leased area.
- Merchandise and displays must be maintained within the Leased area.
- Solicitation and sampling must be maintained within the Leased area.
- Only CDA approved fixtures may be placed in the pop-out area (if so designated in the Agreement) at the front of the space.

##### ACTION:

- Train employees to direct customer lines so they do not spill out into the public corridor.
- Review tenant design criteria for approved merchandising and fixtures.
- Obtain written approval from CDA prior to adding or removing any merchandise fixtures or other objects within the pop-out area.

**ITEMS:**

- Altering of layout
- Renovations/construction
- Signage/advertising

**STANDARD:**

Written approval, prior to action, by the Commissioner of Aviation.

**ACTION:**

Consider areas for improving the concession location either from layout changes or renovation.

Submit requested changes for approval with appropriate drawings, etc., to the CMR prior to initiation of the changes.

All signs must be professionally produced.

All signs and sign holders must be kept clean and in good repair.

All signs must be pre-approved by the Commissioner or a representative of the Commissioner.

**ITEMS:**

- Properly functioning equipment

**STANDARD:**

Preventative maintenance program.

Ongoing, reliable, licensed source for immediate repairs.

**ACTION:**

Have employees' spot check all equipment for possible malfunction.

Maintain a back-up/alternative plan.

Repair equipment as soon as possible.

**EMPLOYEE STANDARDS**

**ITEMS:**

- Courteous and professional appearance

- Proper dress

- Proper identification including CDA security badge

- Customer Service

- Attend customer service meetings, as offered

**STANDARD:**

Employees should be polite and courteous to the traveling public.

Employees must wear clean and neat uniforms or approved attire.

Employees must not eat while on duty.

Employees must display a CDA issued security badge in addition to any other employee identification. Only badged employees may work in the secured portion of the airport.

Employees must be familiar with the Merchant Handbook.

Employees are to offer general public services:

- Making change
- Giving directions

**ACTION:**

Train employees in proper customer service techniques using the Merchant Handbook provided to all companies.

Give all new employees airport tours so they are familiar with the airport layout and available services.

Encourage employees to be polite and courteous.

Provide necessary employee breaks to discourage eating while on duty.

Supply employees with uniforms or at least a written standard, if they are responsible for their own, as well as guidelines for proper maintenance of the uniform.

Supply employees with company identification.

Obtain CDA security badges for all employees.

Supply employees with a company policies and procedures manual so that they know what is expected of them.

**ITEMS:**

Sanitary handling of foods/beverages

Proper cleaning and maintenance of food areas

**STANDARD:**

Employees must handle food in a safe and sanitary manner.

Employees must comply with all company and governmental health regulations and Lease requirements.

**ACTION:**

Provide explicit instructions to employees on the safe and sanitary handling of foods.

Obtain and post proper instructions regarding health information available from City, State and Federal sources.

Provide explicit instructions for cleaning food areas in a manner that will not possibly lead to any harmful contamination.

A Certified Food Manger must be on-site during food preparation.

A Safe Food Handling Certificate must be posted.

**PRODUCT STANDARDS**

**ITEMS:**

Selling of authorized products only

Adequate inventory level

Proper/professional approved signage

Merchandising

Product pricing

**STANDARD:**

Only authorized products can be sold as determined in the Lease Agreement.  
Only use professionally produced or printed signage as approved by CDA.  
Merchandising permitted only within the confines of the locations, unless as authorized in writing, by CDA.  
Must adhere to Value Pricing as provided in the Lease Agreement.

**ACTION:**

Use professionally produced, approved signage only.  
Consider innovative ways to merchandise your products/services.  
Obtain written approval from the Commissioner of Aviation prior to implementing merchandising that will go beyond the confines of your space or that is outside of the terms of the Lease Agreement.  
Maintain adequate inventory levels.  
Notify the Department when adding, deleting or changing merchandise or changing prices.  
Maintain pricing as provided in the Lease Agreement.

**AUXILIARY SPACE STANDARDS**

**ITEM:**

Storage Area  
Corridors, common areas  
Pick-up, delivery and disposal

**STANDARD:**

Safe use of storage space.  
Proper storage of potentially flammable items in accordance with fire codes.  
Provide adequate ingress and egress within storage space.  
Clear aisles and corridors.  
Pick-ups and deliveries during designated hours at designated locations as determined by CDA.  
Refuse disposal during designated hours at designated locations as determined by CDA.

**ACTION:**

Use storage space wisely.  
Maintain a system providing for access by authorized personnel only.  
Report any tampering with or malfunctioning of security locks, gates, etc.  
Keep corridors and common areas free of debris, trash, carts and stock.  
Provide pest control service on a regular basis.  
Refrain from using luggage carts for deliveries.  
Dispose of refuse during designated hours.

## **APPENDIX 2**

CONCESSIONS INSPECTIONS ARE DOCUMENTED USING THE CHICAGO DEPARTMENT  
OF AVIATION'S AIRPORTWARE RETAIL MANAGEMENT SYSTEM FOR AIRPORTS

## **F&B Storage**

### **Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

### **Documents/Logs**

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

### **Equipment**

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

### **Exterior**

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

### **Interior**

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?

### **Merchandise/Product**

Are Merchandise/Product Levels Adequate?

### **Pest Control**

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

### **Safe Food Handling**

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

### **Safety Requirements**

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

### **Sinks/Plumbing/Drains**

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

### **Staff**

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

## **Monthly F&B Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

## **Documents/Logs**

Are Maintenance Audits Posted and Filled Out?

Are Prices Prominently Marked or Signed?

Is the Business License on-site?

Is the Food Handlers' Certificate Log on-site?

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Health Department Inspection Report Posted?

Is the Pest Control Log on-site?

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- Cooler needs repair
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- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

Are Soda and Condiment Stations Clean and Maintained?

- Needs detail cleaning

Is Cash Register Clean and Maintained?

Is Grill/Cook Line Equipment Clean?

- Equipment needs detail cleaning

Is Ice Machine Clean and in Good Repair?

- Leaking/needs repair
- Mold

## **Exterior**

Are Blade, Facia, and Sign Holders in Good Condition?

Are Hours of Operation Posted?

Are Signs/Items Infringing on Corridor?

Is Façade Clean and Maintained?

Is the Exterior in Good Condition?

## **Interior**

Are Ceilings/Walls/Floors Clean and Maintained?

Are Counters Clean and Maintained?

Are Fixtures and Furniture Clean and Maintained?

Are Light Fixtures and Lights Clean and Maintained?

Are Supplies/Product Raised off the Floor?

Are Trash Receptacles Clean and Maintained?

Is Bar Area Clean and Maintained?

Is Cash Wrap Clean, Free of Debris, and Maintained?

Is Front of House/Dining Area Clean and Maintained?

Is there Adequate Circulation Space for Passenger Traffic?



**Merchandise/Product**

Are Merchandise/Product Levels Adequate?

**Pest Control**

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

**Safe Food Handling**

Does all Food Appear to be Fresh?

Is Safe Food Handling Practiced?

- Food Product
- Personal

Is the Food Service Manager on-site?

**Safety Requirements**

Are CO2 Tanks Secured?

Are Cleaning Supplies Segregated from Merchandise/Product?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

**Sinks/Plumbing/Drains**

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Are Sinks draining properly?

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water
- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

**Staff**

Are All Sales Being Rung Appropriately?

Are Cash Handling Employees working in the Food Prep Area?

Are Employee IDs Visible Above the Waist?

Are Employees Courteous, Informed, and Greeting Customers?

Are Employees Eating or on the Phone?

Are Employees Wearing Appropriate Attire?

Are Off-Shift Staff Affecting On-Shift Staff?

## **Retail**

### **Documents/Logs**

- Are Maintenance Audits Posted and Filled Out?
- Are Prices Prominently Marked or Signed?
- Is the Business License on-site?
- Is the Food Temp Log on-site?
  - Food Temps have not been taken/Temps okay
- Is the Pest Control Log on-site?

### **Equipment**

- Are Refrigerator/Freezer Temps Okay and in Good Repair?
  - Cooler needs repair
  - External Temp gauges not working
  - Freezer needs repair
  - Inside of Cooler/Refrigerator/Freezer needs cleaning
  - Outside Doors of Refrigerator/Freezer needs cleaning
  - Refrigerator needs repair
- Is Cash Register Clean and Maintained?

### **Exterior**

- Are Blade, Facia, and Sign Holders in Good Condition?
- Are Hours of Operation Posted?
- Are Signs/Items Infringing on Corridor?
- Is Façade Clean and Maintained?

### **Interior**

- Are Ceilings/Walls/Floors Clean and Maintained?
- Are Counters Clean and Maintained?
- Are Fixtures and Furniture Clean and Maintained?
- Are Light Fixtures and Lights Clean and Maintained?
- Are Supplies/Product Raised off the Floor?
- Are Trash Receptacles Clean and Maintained?
- Is Cash Wrap Clean, Free of Debris, and Maintained?
- Is Front of House/Dining Area Clean and Maintained?
- Is there Adequate Circulation Space for Passenger Traffic?

### **Merchandise/Product**

- Are Merchandise/Product Levels Adequate?

### **Pest Control**

- Is there Pest Evidence?
  - Flies
  - Mice
  - Mouse Droppings
  - Roach Droppings
  - Roaches

### **Safety Requirements**

- Are Cleaning Supplies Segregated from Merchandise/Product?
- Are Exit Sign in Good Condition?
- Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

### **Staff**

- Are Employee IDs Visible Above the Waist?
- Are Employees Courteous, Informed, and Greeting Customers?
- Are Employees Eating or on the Phone?
- Are Employees Wearing Appropriate Attire?

## **Retail Storage**

### **Documents/Logs**

- Are Maintenance Audits Posted and Filled Out?
- Are Prices Prominently Marked or Signed?
- Is the Business License on-site?
- Is the Food Temp Log on-site?
  - Food Temps have not been taken/Temps okay
- Is the Pest Control Log on-site?

### **Equipment**

- Are Refrigerator/Freezer Temps Okay and in Good Repair?
  - Cooler needs repair
  - External Temp gauges not working
  - Freezer needs repair
  - Inside of Cooler/Refrigerator/Freezer needs cleaning
  - Outside Doors of Refrigerator/Freezer needs cleaning
  - Refrigerator needs repair
- Is Cash Register Clean and Maintained?

### **Exterior**

- Are Blade, Facia, and Sign Holders in Good Condition?
- Are Hours of Operation Posted?
- Are Signs/Items Infringing on Corridor?
- Is Façade Clean and Maintained?

### **Interior**

- Are Ceilings/Walls/Floors Clean and Maintained?
- Are Counters Clean and Maintained?
- Are Fixtures and Furniture Clean and Maintained?
- Are Light Fixtures and Lights Clean and Maintained?
- Are Supplies/Product Raised off the Floor?
- Are Trash Receptacles Clean and Maintained?
- Is Cash Wrap Clean, Free of Debris, and Maintained?
- Is Front of House/Dining Area Clean and Maintained?
- Is there Adequate Circulation Space for Passenger Traffic?

### **Merchandise/Product**

- Are Merchandise/Product Levels Adequate?

### **Pest Control**

- Is there Pest Evidence?
  - Flies
  - Mice
  - Mouse Droppings
  - Roach Droppings
  - Roaches

### **Safety Requirements**

- Are Cleaning Supplies Segregated from Merchandise/Product?
- Are Exit Sign in Good Condition?
- Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

### **Staff**

- Are Employee IDs Visible Above the Waist?
- Are Employees Courteous, Informed, and Greeting Customers?
- Are Employees Eating or on the Phone?
- Are Employees Wearing Appropriate Attire?

## **Weekly F&B**

### **Dishwashing Area**

Is Dishwashing Area Dry and Clean?

- Debris on floor in dishwash area
- Standing water in dishwash area

### **Documents/Logs**

Is the Food Temp Log on-site?

- Food Temps have not been taken/Temps okay

Is the Pest Control Log on-site?

### **Equipment**

Are Refrigerator/Freezer Temps Okay and in Good Repair?

- Cooler needs repair
- External Temp gauges not working
- Freezer needs repair
- Inside of Cooler/Refrigerator/Freezer needs cleaning
- Outside Doors of Refrigerator/Freezer needs cleaning
- Refrigerator needs repair

### **Interior**

Are Ceilings/Walls/Floors Clean and Maintained?

Is Bar Area Clean and Maintained?

### **Pest Control**

Is there Pest Evidence?

- Flies
- Mice
- Mouse Droppings
- Roach Droppings
- Roaches

### **Safe Food Handling**

Is the Food Service Manager on-site?

### **Safety Requirements**

Are CO2 Tanks Secured?

Are Exit Sign in Good Condition?

Is Fire Safety Equipment tagged, marked, and unobstructed? (Fire Extinguisher, Ansul System, Sprinkler, Egress, Electrical)

### **Sinks/Plumbing/Drains**

Are Floor Drains clean?

- Drains need cleaning
- Drains need cover/screen

Hot Water?

Is 3 Compartment Sink working properly?

- 3-Comp. Sink not draining properly
- Clean Grease and debris around grease trap
- Grease trap needs cleaning
- Grease trap needs to be sealed
- Leaking/needs to be sealed
- Standing water

Is Hand Sink working properly?

- Hand Sink not draining properly
- Leaking/needs to be sealed
- Standing water

- Water is not reaching Temp (110)

Is Mop Sink working properly?

- Leaking/needs to be sealed
- Mop Sink not draining properly
- Mops not hung properly
- Standing water

## APPENDIX 3

### FINANCIAL AUDIT STANDARDS:

In accordance with the provisions of most Concession Lease Agreements, CDA reserves the right to audit and review the records of each concession as they relate to the operation of the concession. Therefore, the following will serve as the standards and practices that will govern those audits/reviews.

#### Lease Fees

Each concessionaire shall submit the rent and fees in accordance with its Agreement.

#### Records

Each concession is required to maintain true and accurate accounts, records, books and data recording all sales made and services performed on the premises for cash, credit or other conveyance including the gross receipts. The following represent appropriate practices that will reflect the prior stated requirements:

- Maintenance of an internal control system (e.g. cash register, point of sale equipment) to insure proper reporting to the City.
- Books, ledgers, journals, accounts and/or records must be maintained according to generally accepted accounting principles.
- Each concession must provide timely submission of the audited "Statement of Sales and Fees" and annual audited financial statements based upon their individual reporting system.
- Other items as required in the Agreement.

#### Insurances

The following insurances are customarily required during the terms of the Agreement and should be maintained at the levels specified by the Agreement:

- Worker's Compensation
- Comprehensive General Liability
- Comprehensive Automobile Liability
- Property Insurance
- Other insurance as required in the Lease Agreement

The City of Chicago will be named as "Additional Insured", with the following language: "The City, and its elected and appointed officials, agents, representatives, and employees shall be named as additionally insureds..."

Security Deposit/Letter of Credit

All concessions must provide a letter of credit or cashier's check per the terms of the Agreement.

## APPENDIX 4

### CONCESSIONS OPERATING STANDARDS:

#### General Airport Guidelines

The following guidelines are examples of the types of issues that will be reviewed with the City's CMR, who will provide each operator with specific guidelines for their concession.

- Pick-up and deliveries to/from specific areas at specified times.
- Refuse disposal at specific and designated areas/times.
- Unauthorized use of restricted Airport areas.
- Adherence to minimum business operating hours.
- Agreement to emergency hours as may be determined by CDA under special conditions.
- Elevator use at designated times.
- Ingress and egress from designated areas, as outlined in Agreement.
- Proper and improper use of signage.

#### Laws and Ordinances

- CDA reserves the right to adopt and enforce reasonable rules and regulations with respect to the use of the Airport, terminal buildings, terminal concourse areas, and related facilities.
- All concessions must observe all laws, ordinances, regulations and rules of the Federal, State, County and Municipal governments which may be applicable to the operation at the Airport.
- Permits and Leases necessary for the operation of the concession areas must be obtained prior to the first day of operation, and renewed annually as needed.

#### Default Notices

The CDA reserves the right to issue a Default Notice to any concessionaire who is not in compliance with the Agreement.



## APPENDIX 5

### KEY DEPARTMENT OF AVIATION PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Castalia Serna Deputy Commissioner of Concessions	(773) 894-3059
Glen Ryniewski Assistant Commissioner of Concessions	(773) 686-3730
Drew Homyk Projects Administrator / MDW	(773) 838-3992
Horatio Watson Projects Administrator	(773) 894-3321
Marc Wright Projects Administrator	(773) 894-5422
Russell Johnson Projects Administrator	(773) 686-4899

## APPENDIX 6

### KEY CONCESSION MANAGEMENT REPRESENTATIVE (CMR) PERSONNEL:

<u>NAME/TITLE</u>	<u>TELEPHONE NUMBER</u>
Joseph Crump Managing Director	(773) 894-3905 (773) 307-9339 (cell)
Yolanda Woodruff Director of Retail Operations	(773) 894-5463 (773) 844-0821 (cell)
Dorine Litman Property Manager / ORD	(773) 894-3908 (773) 671-3908 (cell)
Patricia Grzyb Property Manager / MDW	(773) 838-0733 (312) 907-8820 (cell)
Saaema Alavi Construction and Design Manager	(773) 686-7609 (312) 848-6246 (cell)

## APPENDIX 7

### RULES AND REGULATIONS:

Lessee shall, at all times during the term of the Lease Agreement:

1. Use, maintain and occupy the Premises in a careful, safe, professional and lawful manner. Keep Premises and its appurtenances in a clean and safe condition.
2. Keep all glass in the doors and windows of the Premises clean and in good repair with floor displays and shelving cleaned daily.
3. Not place, maintain or sell any merchandise or place any signage in any vestibule or entry to the public area adjacent to the Premises, or place any signage in the public area adjacent to the Premises, or elsewhere on the outside of the Premises without the prior written consent of the Commissioner.
4. At its own cost, keep Premises in a clean, orderly and sanitary condition, free of insects, rodents, vermin and other pests.
5. Not permit accumulation of garbage, trash, rubbish and other refuse inside or outside the Premises, and keep refuse in closed containers within the interior of the Premises until removed. Not place any rubbish, litter, trash, or material of any nature in the parking areas, exterior areas, entryways, passages, doors, elevators, hallways, or stairways of the Airport. Comply with any recycling program as directed by the Commissioner.
6. Not use, or permit the use of any apparatus or instruments for musical or other sound reproductions or transmissions in such manner that the sound emanating therefrom or caused thereby shall be audible beyond the interior of the Premises, without the prior written consent of the Commissioner.
7. Not use helium balloons and blinking lights.
8. Not cause or permit objectionable odors to emanate from the Premises.
9. Not deliver or permit delivery of merchandise at any time other than those times allowed by the Commissioner or her designated representative.
10. Maintain and keep operational all electric signs, and where applicable, light the show windows and exterior signs of Premises during hours of operation.
11. Use only signage of professional quality. All signage must be approved by the Commissioner or her designated representative. Handwritten signs of any kind are not permitted. Signage or other materials may not be taped to windows.
12. Prominently sign or mark pricing on each product or mark with easily recognizable professional signage.
13. Keep all mechanical apparatus in good working order and free of vibration and noise.

14. Not overload the floors or electrical wiring or install any additional electrical wiring or plumbing without the Commissioner's prior written consent.
15. Not use show windows on the Premises for any purpose other than display of merchandise for sale. Merchandise must be kept in a neat, professional and attractive manner.
16. Not conduct, permit or suffer any public or private action sale to be conducted on or from the Premises.
17. Not solicit business in the common area of the Airport or distribute handbills or other advertising materials in the common area. If this provision is violated, the Lessee shall pay the City the cost of collecting same from the common area for trash disposal. Lessee shall not hold demonstrations in the Premises or any other area of the Airport. Lessee agrees to cooperate and assist the City in the prevention of canvassing, soliciting and peddling within the Premises or Airport.
18. Not use the plumbing facilities in the Premises for any purpose other than that for which they were constructed or dispose of any foreign substance therein, whether through the utilization of "garbage disposal units" or otherwise. If Lessee uses the Premises for the sale, preparation or service of food for on-premises consumption, Lessee shall install such grease traps as shall be necessary or desirable to prevent the accumulation of grease or other wastes in the plumbing facilities servicing the Premises. Lessee shall contract with a grease trap/plumbing service for periodic maintenance of its plumbing facilities. Lessee shall provide the City with a copy of said service contracts.
19. Not operate in the Premises or in any part of the Airport any coin or token operated vending machines or similar devices for the sale of any merchandise or service, except as may be allowed in the Lease Agreement or with the prior written consent of the Commissioner.
20. Not have slot machines, devices, or other gambling games on the Premises or in any part of the Airport without the prior written consent of the Commissioner.
21. Refer all contractors or contractor's representatives rendering any service on or to the Premises for the Lessee, to the City or the CMR for approval before performance of any contractual service provided that they meet insurance requirements.  
  
Lessee's contractors and installation technicians shall comply with the City's rules and regulations pertaining to construction and installation. This provision shall apply to all work performed on or about the Premises or the Airport, including installation of telecommunication devices, electrical devices, attachments and installations of any nature affecting floors, walls, woodwork, trim, windows, ceilings and equipment, or any other physical portion of the Premises or project.
22. Keep from public view all personal property, cups, papers, cleaning and other supplies.
23. Not permit employees to eat, drink or sleep in public view.
24. Not at any time occupy any part of the Premises or project as sleeping or lodging quarters.

25. Not place, install or operate on the Premises or in any part of the Airport any engine, stove or machinery, or conduct mechanical operations or cook thereon or therein, or place or use in or about the Premises or project any explosives, gasoline, kerosene, oil, acids, caustics, or any flammable, explosive or hazardous material.
26. Insure that staff members are, at all times, appropriately dressed (as designated in the Lease Agreement) with airport badges in view.
27. Not hold the City responsible for lost or stolen personal property, equipment, money or jewelry from the Premises or the Airport regardless of whether such loss occurs when the area is locked against entry or not.
28. Not have dogs, cats, fowl, or other animals brought into or kept in or about the Premises or Airport.
29. Not use the public restrooms for any purpose other than those for which they were constructed, and any damage resulting to them from misuse or by the defacing or injury of any part of the building shall be borne by the person who shall cause it. No person shall waste water by interfering with the faucets or otherwise.
30. Not lay floor covering within the Premises without written approval of the Commissioner. The use of cement or other similar adhesive materials not easily removed with water is expressly prohibited.
31. Comply with and ensure that Lessee's employees comply with the City's non-smoking policy for the Airport.
32. Post any Emergency Evacuation Plan adopted by the City. Lessee shall post the Plan in a place which is non-visible to Lessee's customers, but visible to Lessee's employees. Train all employees regarding Lessee's Emergency Evacuation Plan and other emergency procedures.
33. Along with its employees, agents and invitees park their vehicles only in those parking areas allowed by the City. If requested, furnish the City with state automobile Lease numbers of Lessee's vehicles and its employees' vehicles and shall notify the City of any changes within five (5) days after such change occurs. Concessionaire or its employees shall not leave any vehicle in a state of disrepair (including without limitation, flat tires, out-of-date inspection stickers or Lease plates) on Airport property or in its parking areas.
34. Comply with all parking rules and regulations including any sticker or other identification system established by the City. Failure to observe the rules and regulations shall terminate Lessee's right to use the parking area and subject the vehicle in violation of the parking rules and regulations to removal or impoundment. No termination of parking privileges or removal or impoundment of a vehicle shall create any liability on the City or be deemed to interfere with Lessee's right to possession of its Premises. Vehicles must be parked entirely within the parking lines and all directional signs, security notices, arrows and posted speed limits must be observed. Parking is prohibited in areas not striped for parking, in aisles, where "No Parking" signs are posted, on ramps, in cross hatched areas, and in other areas as may be designated by the City. Parking stickers or other forms of identification, if any, supplied by the City, shall remain the property of the City and not the property of Lessee and are not transferable. Every person is required to park and lock his vehicle. All responsibility for

damage to vehicles or persons is assumed by the owner of the vehicle or its driver.

35. Follow all ID Badging procedures as may be required by the Commissioner or her designated representative.
36. Instruct employees to report spills, hazardous conditions and any suspicious activities to the appropriate party as directed by the Commissioner or her designated party.
37. Not use luggage carts for product deliveries.
38. Use only delivery carts and equipment as approved by the Commissioner or her designated party.
39. Use only designated elevators for deliveries.
40. Surrender all keys to the Premises to the Commissioner upon termination of this Lease Agreement.
41. Comply with the City's desire to maintain in the Airport the highest standard of dignity and good taste consistent with comfort and convenience for the Lessee. Any action or condition not meeting this high standard should be reported directly to the City. Lessee's cooperation will be mutually beneficial and sincerely appreciated.
42. The City reserves the right to make such other and further reasonable rules and regulations as in its judgment may from time to time be necessary for the safety, care and cleanliness of the Premises and for the preservation of good order therein.

**EXHIBIT 13**

**LIQUIDATED DAMAGES**

## EXHIBIT 13

### LIQUIDATED DAMAGES

Tenant acknowledges the City's objective to provide the public and air traveler with the level and quality of service as described herein. Accordingly, the City has established liquidated damages and not penalties, as set forth in the table below, that it may assess, in its sole discretion, for various violations of the provisions of this Agreement, the Airport Concession Program Handbook, and/or City Rules and Regulations. Tenant and the City agree that the fines set forth herein are reasonable, and Tenant further agrees to pay to the City in accordance with amounts specified herein upon each occurrence of the specified violation and upon written demand by the City.

Notwithstanding any other liquidated damages provisions provided for in this Agreement, the liquidated damages shown on the table below are intended to reflect the inconvenience to the public and adverse effects on the Airport's operation. Payment of liquidated damages shall not relieve the Concessionaire of responsibility for damage, personal injury, or the harm caused by any of these violations. Tenant further acknowledges that the liquidated damages are not exclusive remedies and the City may pursue other remedies as allowed for in this Agreement and at law, at the Commissioner's or CMR's sole discretion. The City's waiver of any liquidated damages provided for below shall not be construed as a waiver of the violation or Tenant's obligation to remedy the violation.

1. For the first violation of a requirement during any 12-month rolling year, the City will provide written notice to Tenant to correct the violation within the time specified in the notice.
2. For the second and third violation of the same requirement during any 12-month rolling year commencing upon the first notice of violation, liquidated damages shall be immediately assessed with no grace period.
3. Further, after the third violation of the same requirement within any 12-month rolling year, the City reserves the right, in its sole discretion, to deem the repeated violations an Event of Default and to seek any other remedies available to it under this Agreement.

<b>Infraction</b>	<b>1<sup>st</sup> Violation</b>	<b>2<sup>nd</sup> Violation*</b>	<b>3<sup>rd</sup> Violation*</b>
Value Pricing, Article 4.3: Failure to comply with policy referenced	Written Warning	\$250/Incident	\$500/Incident
Operational Requirements, Article 4.4: Failure to comply with Physical Inspection Standards	Written Warning	\$250/Incident	\$500/Incident
Hours of Operation, Article 4.5: Failure to operate during minimum required hours of operation	Written Warning	\$250/Incident	\$500/Incident
Personnel Standards, Article 4.6: Failure to comply with any of the Standards referenced	Written Warning	\$250/Incident	\$500/Incident
Operation and Maintenance Standards, Article 4.7:	Written Warning	\$250/Incident	\$500/Incident



Failure to comply with any of the Standards referenced			
Refuse Handling, Article 4.9: Failure to comply with trash handling procedures.	Written Warning	\$100/incident	\$250/Incident
Signs and Advertising, Article 4.10A: Failure to comply with any sign requirements referenced	Written Warning	\$100/incident	\$250/incident
Work Requirements, Article 5.5I: Failure to complete improvements to be open for business by scheduled date of beneficial occupancy (DBO)	\$250 per day from scheduled DBO	N/A	N/A
Reports, Article 7.4: Failure to provide sales and related reports.	Written Warning	\$500/incident	\$1,000/Incident
Failure to comply with all state, federal, and security rules, regulations, and directives	Written Warning	\$500/incident	\$1,000/Incident

\_\_\_\_\_ (Initial Here)