



Mayor

Very truly yours,

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ORDINANCE

WHEREAS, the Department of Cultural Affairs and Special Events of the City (the "Department") wishes to retain a food and beverage concessionaire on the east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (and such satellite locations in Millennium Park as determined by the Department); and

WHEREAS, the Department issued a Request for Proposals in 2015, and, after evaluating responses, selected Lincoln Park Brewery, Inc., d/b/a Goose Island Brewing Company (Goose Island), as the concessionaire; and

WHEREAS, the Department and Goose Island have agreed to the terms of the concession, which are reflected in the concession agreement which is attached hereto as Exhibit A; and

WHEREAS, the Department wishes for the City Council to authorize the Department to negotiate and enter into such concession agreement;

NOW THEREFORE, it is ordained by the City Council of the City as follows:

1. The recitals are incorporated herein.
2. The Commissioner of the Department of Cultural Affairs and Special Events is authorized to negotiate and enter into a concession agreement with Goose Island, in substantially the form attached hereto as Exhibit A, with such other terms as determined by the Commissioner, provided that they are favorable to the City. The Commissioner is authorized to enter into such other ancillary documents as are necessary in connection with the concession agreement.
3. In accordance with Section 6-15 of the Liquor Control Act of 1934, as amended, alcoholic liquor may be sold or delivered pursuant to applicable provisions of the Municipal Code of Chicago by the concessionaire, at the concession location(s) as specified in the Agreement.
4. This ordinance is effective upon its passage and approval.

**MILLENNIUM PARK**

**CONCESSION LICENSE**

**AGREEMENT**

This Agreement ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the City of Chicago, a municipal corporation and home rule unit of government under the Constitution

of the State of Illinois, by and through the Department of Cultural Affairs and Special Events (hereinafter referred to as "Licensor" or the "City"), and Lincoln Park Brewery, Inc., d/b/a Goose Island Brewing Co. (hereinafter referred to as "Licensee").

**WITNESSETH:**

WHEREAS, Licensor wishes to retain a food and beverage concessionaire on the east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (and such satellite locations in Millennium Park as may be determined by the City), for designated hours on concert days in Millennium Park; and

WHEREAS, Licensee represents that it is ready, willing and able to conduct the operation of such concession at Millennium Park; and

WHEREAS, the Licensor deems it in the public interest and beneficial to itself and to the operation of Millennium Park to grant unto the Licensee a license to operate said concession and the rights and privileges as herein set forth;

**PART I - SPECIAL PROVISIONS**

**SECTION 1.**

**PREMISES**

A. Premises. Licensor, in consideration of the compensation and the sundry covenants and agreements set forth herein to be kept and performed by Licensee, does hereby grant unto Licensee upon the conditions hereinafter set forth, all of which Licensee accepts subject to the terms of this Agreement, a license as described in Section 3 hereof to use those spaces at Millennium Park which are more particularly described in Exhibit A-1 for the purposes as described in this Agreement and for no other purpose whatsoever.

All licensed spaces described in Exhibit A-1 may be collectively referred to herein as "the Premises" and are depicted in their approximate locations on the drawings attached as Exhibit

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A-2.

B. Additional Operations. The Commissioner of the Department of Cultural Affairs and Special Events ("Commissioner") reserves the right to designate additional concession sites in Millennium Park to be operated by Licensee during the term of this Agreement (the "Additional Sites"), provided the terms of Section 10-36-140 of the Municipal Code of the City are followed. The operation of Additional Sites is limited to no more than thirty five (35) dates during the Season described in Section 2 and is subject to the terms and conditions of this Agreement. Nothing herein shall be construed as granting any permit for any Additional Sites.

## **SECTION 2. TERM**

The term of this Agreement shall commence on May 1, 2015 ("Effective Date"), and shall terminate on September 30, 2015, unless terminated earlier pursuant to the terms of this Agreement. The parties may extend the term of the Agreement for two additional terms of one year each (i.e., May 2016 - September 2016 and May 2017 - September 2017). Such extensions must be by mutual agreement; either party may request the extension by written notice to the other.

Concession services under this Agreement will be provided only on scheduled event dates during the Season. For purposes of this Agreement, the "Season" means: (a) for 2015, the period starting May 20, 2015 through September 20, 2015 (b) for 2016, if the Agreement is extended for an additional term, the period starting May through September (the "Second Season"); and (c) for 2017, if the Agreement is extended for a second additional term, the period starting May through September (the "Third Season"). A tentative list of scheduled event dates for the Season is attached as Exhibit I. The City may add, remove or change events on the list in its sole discretion. The City will provide notice of confirmed scheduled events, including scheduled starting and ending times, to Licensee at least fourteen (14) days prior to each event.

In the event that Licensor wishes to have a concessionaire at the Concession Site after the end of the Third Season, during the period October through April (the "Extended Season"), and publicly solicits requests for proposals and/or qualifications to obtain such services, Licensor shall offer the concession services for the Extended Season to Licensee on the same terms and conditions contained in the response that would have otherwise been selected by Licensor. Licensee shall have 15 days from and after receipt thereof to decide whether to provide the concession services for the Extended Season on such terms and conditions. If Licensee shall give notice of intent not to provide the services or shall give no notice within the time specified above, Licensor may proceed with any other concessionaire. If Licensee notifies

Licensor that it elects to provide the concession services for the Extended Season on such terms and conditions, the parties shall enter into a contract based upon such terms and conditions, subject to approval by City Council.

In the event Licensee shall, with the consent of the Licensor, hold over and remain in possession of the granted Premises after the expiration of the term of this Agreement, such holding over shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create an occupancy from month-to-month on the same terms, conditions, and covenants, including consideration, herein contained.

## **SECTION 3.**

### **GENERAL DESCRIPTION OF THE CONCESSION**

#### **A. Purpose/Operating Rights**

1. Concession Pad. Licensor grants to Licensee an exclusive right to use the Concession Pad for the preparation of food to be served, and the operation of a food and beverage concession selling alcoholic and non-alcoholic beverages and foods:

a. at the Concession Pad and in the Seating Space (as depicted on Exhibit A-1) and any other spaces which may be legally operated by Licensee in Millennium Park from time to time in conjunction with scheduled events during the Season and the hours specified in Section 9 hereof ("Concession Hours"); and

b. at events, if any, which may be held by the City in the Seating Space during the Season as specified in Section 4 hereof, provided that nothing contained herein shall be construed as otherwise giving Licensee an exclusive right to cater events in Millennium Park.

2. Seating Space. Licensor grants to Licensee a right to use the Seating Space to serve food and beverages to customers seated in the Seating Space during Concession Hours during the Season. Licensee recognizes that Licensor may, at the same time that Licensee is serving customers in the Seating Space, use the Seating Space for other purposes consistent in the Commissioner's judgment with Licensee's use, including, but not limited to, staging musical performances and special programs.

B. Activities and Equipment Permitted at the Concession Site. Alcoholic beverage sales are limited to beer and wine only.

C. Conflicts between Concessions. Subject to the second sentence of this paragraph, in

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the event of a conflict between Licensee's concession and that of any other licensee at Millennium Park, Licensee agrees that the Commissioner shall make the final decision as to which activities may be conducted by Licensee and agrees to be bound by such decision of the Commissioner. Licensor acknowledges and agrees that Licensee shall have the exclusive right to conduct a food and/or beverage concession (but not an exclusive right to perform catering services) as a food service provider at the Concession Site in accordance with the terms of this Agreement.

Licensee understands and agrees that its operation under this Agreement is a service to the general public and persons using the Millennium Park and that Licensee shall conduct its operation in a safe, first-class, businesslike, efficient, courteous and accommodating manner. The Commissioner, DCASE and Millennium Park management staff ("MP Staff") shall have the right to approve the following: menu and product selection, product display, product packaging, the quality of service provided on the Premises and the character of the appearance and condition of the Premises. Licensee agrees to promptly discontinue or remedy any objectionable practice. Failure to comply with the foregoing shall constitute a material breach of this Agreement.

Licensee understands and agrees that DCASE actively seeks corporate sponsorships for DCASE events. DCASE's agreements with its sponsors may include exclusivity for certain beverage and/or food products to be sold at certain DCASE events. DCASE may require Licensee to sell specified products for certain identified events, as determined by the Commissioner, and Licensee agrees to comply with all terms and conditions associated with these sponsorships, to be determined in the Commissioner's sole discretion.

Licensee understands and agrees that its operation at Millennium Park necessitates the rendering of the following public services: making reasonable change, giving directions and assisting the public generally.

Licensee shall conduct a businesslike operation on the Premises. All food served must be top quality, fresh, and well prepared. Licensee shall maintain an adequate staff on the Premises and use the utmost skill and diligence in the conduct of Licensee's business on the Premises. All employees of Licensee shall be courteous and helpful to the public.

Licensee shall designate a local representative experienced in management and supervision, who has sufficient authority and responsibility to insure proper operation of the concession, to render decisions, and to take all necessary action in connection with this Agreement. Such a person (or his or her authorized representative) shall be available whenever the concession is in operation.

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**SECTION 4.**

**GENERAL DESCRIPTION OF LICENSEE'S RIGHT OF  
CATERING EVENTS IN MILLENNIUM PARK**

A. Exclusivity. From time to time, the Licensor may rent the Seating Space of the Concession Site to interested persons or organizations for private parties or events on any days in the Season. Licensee has the exclusive right to cater such events at the Concession Site. Licensee acknowledges that Licensee's exclusive privilege to cater events at Millennium Park is limited to the foregoing, and that the Licensor may permit other parties to cater events at Millennium Park that do not fall within Licensee's exclusive right.

B. Payments for Use of Seating Space. Licensee acknowledges that the fee paid by any third party to the Licensor for use of the Seating Space shall be the sole property of Licensor, and that Licensee's sole compensation for catering such events shall be the catering fee which Licensee charges such third party, which fees shall be included within the definition of Net Revenues as described in Section 5 hereof.

**SECTION 5. LICENSE**

**FEE**

A. Percentage License Fee/Minimum Guaranteed License Fee. In consideration for the concession in Millennium Park and for the rights specified hereunder, on July 15, 2015 for sales made in the period from the commencement of the Season to June 30, 2015 and on the fifteenth (15<sup>th</sup>) day of each month thereafter until the month following the end of the Season, for sales made in the previous calendar month, Licensee agrees to pay Licensor the monthly license fee ("License Fee") described in Exhibit G. Payments will be made to DCASE, Chicago Cultural Center, Room 400, 78 East Randolph Street, Chicago, IL 60602, Attn: Deputy Commissioner, Finance and Administration

For the purposes of calculating the License Fee described in Exhibit G, Net Revenues will begin to accumulate on the opening date for the Season and such accumulation will end on the last day of the Season.

B. Monthly Report. Licensee, on July 15, 2015 for sales made in the period from the commencement of the Season to June 30, 2015, and on the fifteenth (15<sup>n</sup>) day of each month thereafter for sales made in the previous calendar month, shall furnish to the City Comptroller and the Commissioner a separate monthly report certified by an officer of Licensee, containing a detailed breakdown of Licensee's Net Revenues for the previous month.

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C. Settlement. At the end of the Season, if the total amount of Percentage Licensee Fees for the entire Season is less than the Minimum Guaranteed License Fee, Licensee shall include, along with the monthly report immediately following the end of the Season, payment to DCASE of the amount by which the Minimum Guaranteed License Fee exceeds the total Percentage License Fees for the Season.

D. Interest For Late Payment. Without waiving any other right of action available to Licensor, in the event of delinquency by Licensee in its payment to Licensor of the above fees and charges, and without waiving the interest specified herein upon acceptance of said payment, Licensee shall pay to Licensor interest thereon at the rate of twelve percent (12%) per annum from the date such item was due and payable until paid. Licensor is entitled to such interest only if it provides Licensee with written notice of such delinquency and a five business days cure period; however, Licensee is entitled to only one such overdue notice and cure period before interest accrues on any and all sums delinquent. Such interest shall not accrue with respect to disputed items being contested in good faith by Licensee, until such dispute is settled. No interest shall be paid if Licensee prevails in such dispute.

E. "Net Revenues" Defined. The term "Net Revenues" as used herein, shall mean the following for the categories of beer sales, wine sales, other beverage sales, and non-beverage sales: (i) the aggregate amount of all sales made, fees charged, and services performed by Licensee at the Concession Site and any Additional Sites, for cash, credit, or

otherwise, of every kind, name, or nature, regardless of when or whether paid or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater; (ii) the aggregate amount of all sales made, fees charged, and services performed by Licensee for events catered by Licensee at the Concession Site for cash, credit, or otherwise, of every kind, name or nature, regardless of when or whether paid for or not, together with the aggregate amount of all exchanges of goods, wares, merchandise or services for like property or services, at the selling price thereof, as if the same had been sold for cash or the fair and reasonable value thereof, whichever is greater, minus, in either case, any sums collected and paid out for any sales, occupation, excise or other tax levied by the Federal, any state or any governmental or quasi-governmental authority based upon or measured by the sale or sales prices of items or charges for services, provided that no deduction from Net Revenues shall be allowed on account of income taxes, gross receipts taxes or other similar taxes.

F. Records of Licensee. Licensee shall, with respect to business done by it at the Concession Site, keep true and accurate accounts, records, books and data, which shall, among other things, itemize the Net Revenues of all Licensee's business at the Concession Site and any Additional Sites, including all sales made, fees charged, and services performed for cash, credit, or otherwise (without regard to whether paid or not), divided as follows: beer sales, wine sales, other beverage sales, and non-beverage sales. Licensee agrees to maintain an adequate and reasonable system of internal control to ensure that sales are properly reported to the Licensor. The internal controls should include features normally employed by well managed restaurant

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operators and caterers. Licensee shall preserve such records for five (5) years after the end of the term of this Agreement.

G. Books. Records and Audits. Licensee shall maintain the following at the Concession Site: its books, ledgers, journals, accounts and records wherein are kept all entries reflecting its operations at the Concession Site and any Additional Sites. Such books, ledgers, journals, accounts and records shall be available for inspection and examination by the Commissioner, the City Comptroller, the Department of Revenue, and MP



Staff or their duly authorized representatives, at reasonable times during hours of operation, and such representatives of Licensor shall be permitted to make copies and excerpts therefrom as may be necessary to make a full, proper and complete audit of all business transacted by Licensee in connection with its operation hereunder. Alternatively, representatives of Licensor may examine Licensee's books and records at Licensee's business office in Chicago during regular business hours.

The Licensor may select an independent third party auditor to certify the accuracy of the settlements made pursuant to this Agreement. The audit shall be separate from that conducted by Licensee pursuant to this Section.

Within one hundred twenty (120) days after the close of each calendar year, or the termination of the Agreement through passage of time or otherwise, Licensee will provide Licensor with a "Statement of Net Revenues" representing Net Revenues by month for the period being reported on, together with an opinion thereon of an independent certified public accountant. Licensee must inform Licensor of the identity of the independent certified public accountant prior to the close of such calendar year and such independent certified public accountant must be acceptable to Licensor.

The following is an example of an opinion which would satisfy these requirements:

"We, a firm of independent certified public accountants, have examined the accompanying statement of Net Revenues reported to the City of Chicago by \_\_\_\_\_, for the year ended \_\_\_\_\_, relating to the restaurant concession operations at Millennium Park pursuant to an Agreement between the City of Chicago and \_\_\_\_\_, dated \_\_\_\_\_. Our examination was made in accordance with generally accepted auditing standards and, accordingly, included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying statement of Net Revenues presents accurately and fairly the amount of Net Revenues, as defined in the Agreement, for the year ended \_\_\_\_\_

If the opinion of the independent certified public accountant is inadequate, qualified or conditional in any manner, the City Comptroller has the right to cause an audit to be performed

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at Licensee's expense.

Licensee shall, upon request, furnish such other further financial or statistical reports as Licensor may, from time to time, require, which are reasonably related to the Premises.

**SECTION**

**6.**

**[RESERVED]**

**SECTION  
[RESERVED]**

7.

**SECTION 8. NOTICES**

Notices to Licensor shall be sent by certified mail, postage prepaid, addressed to Licensor at 78 E. Washington Street, Room 300, Chicago, Illinois 60602, Attention: Commissioner. Notice to Licensee shall be sent by certified mail, postage paid, addressed to Licensee at 1800 N. Clybourn St., Chicago, IL 60614, Attention: President, or to such other addresses as the parties may designate to each other in writing from time to time. Notice shall be deemed given on the date such notice is deposited in the United States mails, in accordance with this Section 8.

**PART II- GENERAL PROVISIONS SECTION 9.**

**SERVICES TO BE PERFORMED BY LICENSEE**

A. Hours of Operation; Load In. Concession services will be provided only on scheduled event dates during the Season and during the hours indicated in the notice of scheduled events sent by Licensor to Licensee at least fourteen (14) days prior to the event. The maximum number of events during the Season will be 90. As a general rule, concession starting times will be either at 11:00 a.m. for certain early opening events or at 4:00 p.m. for regular events, and all food and beverage sales must end within 30 minutes of the conclusion of the event, and no later than 9:45 p.m. on any given evening subject to greater or lesser hours as directed by Licensor (the "Concession Hours"). If the Commissioner deems it necessary due to the curtailment of hours by Licensor for public access to Millennium Park, she may decrease Concession Hours. Further, notwithstanding this paragraph, Licensee acknowledges and understands that there will be some intermittent occasions on which special events will be

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conducted at Millennium Park for public or private purposes which may not coincide with Licensee's regular operating hours. Accordingly, in connection with such occasions as notified by Licensor, Licensee agrees to operate (or not operate) as instructed by the Commissioner. Licensee will be permitted a load-in period of up to three (3) days prior to the first event of the Season to supply the Concession Site with coolers, electric cook tops, grills, plates, napkins and other items necessary to provide concession services under this Agreement. Licensee must get advance approval from the Commissioner as to its planned timing and method of load in.

B. Personnel. Licensee's employees shall be clean, courteous, efficient and neat in appearance. Licensee's employees, while on duty, shall be identified as such by uniform. Licensee shall not employ any person or persons in or about the Premises who shall use improper language or act in a loud or boisterous or otherwise improper manner. Licensee agrees to dispense with the services of any employee whose conduct the Commissioner deems to be in violation of local, state or Federal laws or who does not perform in accordance

with the requirements of this paragraph.

C. Laws, Ordinances, Licenses, etc. Licensee must observe and comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later and whether or not they appear in this Agreement, including those set forth in this Article 9, and Licensee must pay all taxes and obtain all licenses, certificates and other authorizations required by them. Licensee must require all Subcontractors to do so, also. Notwithstanding anything in this Agreement to the contrary, references to a statute or law are considered to be a reference to (i) the statute or law as it may be amended from time to time; (ii) all regulations and rules pertaining to or promulgated pursuant to the statute or law; and (iii) all future statutes, laws, regulations, rules and executive orders pertaining to the same or similar subject matter.

D. Portable Cooktops; Maintenance. At its own expense, Licensee shall bring its own portable cooktops to the Premises, sufficient in kind and number to promptly meet the demands of the operations at the Concession Site at all times. Licensee is responsible for all maintenance and repair of the cooktops. Licensee must have its own broom, dust pan and supply of cleaning products at the Concession Site necessary for keeping the Concession Site in a clean and neat appearance, except that custodial services will be provided as provided in Section 10 hereof.

E. Operation Costs. Except as provided in Section 10 hereof, Licensee shall bear at its own expense all costs of operating the concession and shall pay in addition to the License Fee all other costs connected with the use of the Premises and facilities and the rights and privileges granted, including, but not limited to, all maintenance, insurance, taxes, janitor service and supplies, permits and license costs.

F. Signs and Advertising. Licensee may, at its own expense, install and operate necessary and appropriate identification signs at the Concession Site for its purpose, subject to

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(i) the prior reasonable approval of DCASE as to the number, size, height, location and general type and design; and (ii) the requirements of applicable law.

Without express written reasonable consent of the Commissioner and MP Staff, Licensee shall not display any advertising, promotional or informational pamphlets, circulars, brochures, menus, or similar materials.

G. Alteration of Premises. Licensee shall make no substantial change, addition, or alteration in the Premises without prior written approval of Licensor.

## **SECTION 10.**

### **SERVICES TO BE PERFORMED BY LICENSOR**

Licensor will provide tents at the Concession Site and maintain tent walls in a reasonable condition. Licensor will provide general site management and security at the Concession Site within the bounds of its

normal course of business of providing those services at Millennium Park generally.

Licensor will provide custodial services at the Concession Site within the bounds of its normal course of business of providing those services at Millennium Park generally, including removing trash nightly, providing standard trash receptacles to be emptied by custodial staff, emptying trays as needed during operational hours and at the end of events, and clean up after the conclusion of events.

Licensor shall provide lighting and power hook ups at the Concession Site and absorb the costs of electricity relative to the operation of the Premises.

## **SECTION 11.**

### **QUALITY AND PRICE CONTROL**

A. Menu. Licensee's initial menu which it will use at the Premises, including prices, shall be delivered to Licensor for approval prior to the first day of operations at the Premises. Licensee shall offer for sale only items of premium quality and charge fair and reasonable prices. In the event that Licensee adds menu items, Licensee shall submit to Licensor for approval in advance a list of such new menu items it proposes to be offered for sale on the Premises and the prices to be charged therefor.

B. Inspection and Review. Licensor may inspect Licensee's operations, the quality of service, and the maintenance of the Premises, at such reasonable times as Licensor shall deem necessary. Licensee shall cooperate in such inspections and provide any documentation reasonably required by Licensor.

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## **SECTION 12.**

### **TERMINATION**

In addition to any other termination rights under this Agreement, Licensor may terminate this Agreement, or all or any portion of the services to be performed under it, at any time by a notice in writing from the City to Licensee sent in accordance with the notice provisions of this Agreement. The effective date of termination will be the date the notice is received by Licensee or the date stated in the notice, whichever is later. If the City elects to terminate this Agreement in full, all services to be provided under it must cease. Licensee must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the City arising from termination of subcontracts after the early termination. Licensee will not be entitled to make any early termination claims against the City resulting from any Subcontractor's claims against Licensee or the City. If the City's election to terminate this Agreement for default under Section 30 is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 12.

## **SECTION**

**13.**

**IRESERVED1**

**SECTION**

**14.**

**[RESERVED]**

**SECTION**

**15.**

**INSURANCE**

The Licensee shall provide and maintain at Licensee's own expense, and during the term of the Agreement and during the time period following expiration of agreement if Licensee is required to return and perform any additional, services, the insurance coverages and requirements specified in Exhibit H, insuring all operations related to the Agreement.

**SECTION**

**16.**

**INDEMNITY**

**11**

a) Licensee must defend, indemnify, and hold harmless the City, MB Real Estate, the Millennium Park Foundation., and their respective officers, representatives, elected and appointed officials, agents and employees from and against any and all Losses, including those related to:

- i) injury, death or damage of or to any person or property;
- ii) any infringement or violation of any property right (including any patent, trademark or copyright);
- iii) Licensee's failure to perform or cause to be performed Licensee's promises and obligations as and when required under this Agreement, including Licensee's failure to perform its obligations to any Subcontractor;
- iv) the City's exercise of its rights and remedies under this Agreement; and
- v) injuries to or death of any employee of Licensee or any Subcontractor under any workers compensation statute.

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 Licensee's breach of this Agreement or to Licensee's negligent or otherwise wrongful acts or omissions or those of its officers, agents, employees, consultants, Subcontractors or licensees.

c) At the City Corporation Counsel's option, Licensee 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 Licensee of any of its obligations under this Agreement. Any settlement must be made only with the prior written consent of the City Corporation Counsel, if the settlement requires any action on the part of the City.

(d) To the extent permissible by law. Licensee waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any Losses, including any claim by any employee of Licensee 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 City, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, any other statute or judicial decision.

(e) The indemnities 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 Licensee's performance of Services beyond the term. Licensee acknowledges that the requirements set forth in this section to defend, indemnify, and hold harmless the City are apart

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from and not limited by the Licensee's duties under this Agreement, including the insurance requirements in this Agreement.

### **SECTION 17. INSPECTIONS**

Licensee shall allow Licensor's authorized representative access to the Premises at all reasonable hours, for the purpose of examining and inspecting said Premises, for purposes necessary, incidental to or connected with the performance of its obligation hereunder, or in the exercise of its governmental functions.

### **SECTION 18.**

#### **INGRESS AND EGRESS**

Subject to regulations governing the use of Millennium Park, Licensee, its agents and servants, patrons and invitees, and its suppliers of services and materials shall have the right of ingress to and egress from the Premises granted to Licensee; provided, however, that the suppliers of services, materials, or stock shall provide such services in a reasonable manner and at such times as not to interfere with normal Millennium Park operations.

**SECTION 19.**

**ASSIGNMENT AND SUBLETTING**

Licensee shall not assign, delegate, transfer, sublease, pledge, surrender (including transfers by operation of law) or otherwise encumber or dispose of this Agreement or any rights privileges, or obligations created hereby, or any interest in any portion of the same, or permit any other person or persons, company or corporation to occupy the Premises, without the written consent of the Commissioner being first obtained.

Any substantial change in ownership or proprietorship of Licensee, which has not received the prior written approval of the Commissioner and which in the opinion of the Commissioner is not in the best interest of the Licensor or the public, shall be an event of default pursuant to Section 30 hereof. For purposes of this Section, a "substantial change in ownership" shall include (1) any transfer of more than 40% of the Licensee's equity and (2) the assumption of a sufficient amount of debt to affect the operation and/or control of the Licensee.

All subcontracts and all approvals of subcontractors for the performance of any of Licensee's obligations hereunder ("Subcontractors") and any assignment to which the

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Commissioner consents shall be, regardless of their form, deemed conditioned upon performance by the Subcontractor or assignee in accordance with the terms and conditions of this Agreement; and if any Subcontractor or assignee shall fail to observe or perform the terms and conditions of this Agreement to the satisfaction of the Commissioner, the Licensor shall have the absolute right upon written notification to rescind approval forthwith and to require the performance of this Agreement by the Licensee itself or by any other Licensor-approved Subcontractor or assignee. Any approval for the use of Subcontractors or assignees in the performance of Services under this Agreement shall under no circumstances operate to relieve the Licensee of any of its obligations or liabilities hereunder.

All Subcontracts shall contain provisions making them assignable to City. Upon the occurrence of an event of default under this Agreement, City shall have the right to require that Licensee complete the assignment to City of any and all Subcontracts. Such assignment shall be in writing and in a form and substance acceptable to City. Licensee agrees that all such Subcontracts shall further contain a clause which provides that in the case of any Subcontract so assigned, the Subcontractor shall be deemed to have waived any and all claims, suits, and causes of action arising out of or relating to the performance of such Subcontract prior to the effective date of such assignment. City shall not be responsible for any claims relating to such Subcontracts arising from or related to any fraud, misrepresentation, negligence or willful or intentionally tortious conduct by Licensee, its officials, employees, agents or other Subcontractors.

The Licensee, upon entering into any agreement with a Subcontractor, shall furnish the Commissioner with five (5) copies thereof. All subcontracts shall contain provisions that require the services to be performed in strict accordance with the requirements of this Agreement and shall provide that the Subcontractors are subject to all the terms of this Agreement, and are subject to the approval of the Commissioner.

**SECTION 20.**

**CHICAGO "LIVING WAGE" ORDINANCE**

Licensee shall not erect, install, operate or cause or permit to be erected, installed or operated in or upon the Premises herein, or Millennium Park, any signs or other similar advertising device without first having obtained the Commissioner's written consent thereto, which shall not be unreasonably withheld.

(a) Licensee must pay its Covered Employees (as defined below), and must ensure that all subcontractors pay their Covered Employees, not less than the minimum hourly rate as determined in accordance with this provision (the "Base Wage"). For purposes of this section, "Covered Employees" means those categories of workers employed in the performance of City contracts that are identified in Section 2-92-610 of the Municipal Code, specifically non-City employed security guards, parking attendants, day laborers, home and health care workers,

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cashiers, elevator operators, custodial workers and clerical workers.

b) Licensee's obligation to pay, and to ensure payment of, at least the Base Wage will begin upon the commencement of the term of this Agreement and will continue until the end of the term of this Agreement.

c) As of July 1, 2014, the Base Wage is \$11.93 per hour, and each July 1 thereafter, the Base Wage will be adjusted using the most recent federal poverty guidelines for a family of four as published annually by the U.S. Department of Health and Human Services, to constitute the following: the poverty guidelines for a family of four divided by 2000 hours or the current base wage, whichever is higher. The currently applicable Base Wage is available from the City's Department of Procurement Services. At all times during the term of this Agreement, Licensee and all subcontractors must pay at least the Base Wage (as adjusted in accordance with the above) to any Covered Employees. If the prevailing wages are higher than the Base Wage, then Licensee and all subcontractors must pay the prevailing wage rates.

d) Licensee must include provisions in all subcontracts requiring its subcontractors to pay at least the Base Wage to their Covered Employees. Licensee agrees to provide the City with documentation acceptable to it demonstrating that all Covered Employees, whether employed by Licensee or by a subcontractor, have been paid at least the Base Wage, upon the City's request for such documentation. The City may independently audit Licensee and/or subcontractors to verify compliance with this section. Failure to comply with the requirements of this section will be an event of default under this Agreement, and further, failure to comply may result in ineligibility for any award of a City contract or subcontract for up to 3 years.

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

**SECTION**

**21.**



## **REDELIVERY**

Licensee will make no unlawful or offensive use of the Premises and will at the expiration of the term specified, in Section 2 or upon any sooner termination specified elsewhere in this Agreement, quit and deliver the Premises to Licensor peaceably, quietly and in a good order and condition, reasonable use and wear excepted.

## **SECTION 22.**

### **NON-DISCRIMINATION AND OTHER REQUIREMENTS**

#### **A. Federal Requirements**

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

Licensee shall comply with The Civil Rights Act of 1964, 42 U.S.C. sec. 2000 et seq. (1988), as amended. Attention is called to: Exec. Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Exec. Order No. 11,375, 32 Fed. Reg. 14,303 (1967) and by Exec. Order No. 12,086, 43 Fed. Reg. 46,501 (1978); Age Discrimination Act, 42 U.S.C. sec. 6101-6106 (1988); Rehabilitation Act of 1973, 29 U.S.C. sec. 793-794 (1988); Americans with Disabilities Act, 42 U.S.C. §12101 et seq., as amended; and 41 C.F.R. Part 60 et seq. (1990).

#### **B. State Requirements**

Licensee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, 5 111. Admin. Code §750 Appendix A. Furthermore, Licensee shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.. as amended.

#### **C. City Requirements**

Licensee shall comply with the Chicago Human Rights Ordinance, ch. 2-160, section 2-160-010 et seq. of the Municipal Code of Chicago, as amended. Further, Licensee shall furnish or shall cause each of its

Subcontractor(s) to furnish such reports and information as requested by the Chicago Commission on Human Relations.

D. Subcontractors

Licensee agrees that all of the above provisions, (A), (B) and (C), will be incorporated in all agreements entered into with any suppliers of materials, furnishers of services, Subcontractors of any tier, and labor organizations which furnish skilled, unskilled and craft union skilled labor, or which may provide any such materials, labor or services in connection with this Agreement.

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**SECTION 23.**

**WARRANTIES AND REPRESENTATIONS**

In connection with the execution of this Agreement, Licensee warrants and represents:

- A. That it is financially solvent; that it and each of its employees, agents, and Subcontractors of any tier are competent to perform as required under this Agreement; and that Licensee is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated herein; and
- B. That Licensee must comply with Chapter 2-156 of the Municipal Code. Licensee acknowledges that any Agreement entered into, negotiated or performed in violation of any of the provisions of Chapter 2-156, including any contract entered into with any person who has retained or employed a non-registered lobbyist in violation of Section 2-156-305 of the Municipal Code, is voidable as to the City; and
- C. That Licensee shall not knowingly use the services of any ineligible subcontractor for any purpose in the performance of this Agreement; and
- D. That Licensee and its Subcontractors are not in default at the time of the execution of this Agreement, or deemed by the Chief Procurement Officer to have, within five years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the Licensor; and
- E. That, except only for those representations, statements, or promises expressly contained in this Agreement, and any exhibits attached hereto and incorporated by reference herein, no representation,

statement or promise, oral or in writing, of any kind whatsoever, by the Licensor, its officials, agents, or employees, has induced Licensee to enter into this Agreement or has been relied upon by Licensee; and

F. That Licensee was given ample opportunity and time and was requested by the Licensor to review thoroughly all documents forming this Agreement prior to execution of this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision which it desired or on which it wished to place reliance; that it did so review those documents, and that either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, that Licensee expressly hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any

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other claim on account of such omission; and

G. That Licensee and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of Section 2-92-320 of Chapter 2-92 of the Municipal Code of Chicago, and in connection therewith, and additionally in connection with the Illinois Criminal Code, 720 ILCS 5/33E, as amended, and the Illinois Municipal Code, 65 ILCS 5/11-42.1-1, et seq., as amended; and

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

I. Licensee understands and agrees that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination pursuant to this Agreement; and

J. Licensee has no outstanding parking violation complaints or debts owed to the Licensee as defined in Section 2-92-380 of the Municipal Code of Chicago; and

K. Neither Licensee nor an Affiliate of Licensee (as defined below) appears on the Specially Designated Nationals List, the Denied Persons List, the unverified List, the Entity List, or the Debarred List as maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or by the Bureau of Industry and Security of the U.S. Department of Commerce (or their successors), or on any other list of persons or entities with which the City may not do business under any applicable law, rule, regulation, order or judgment. An Affiliate of Licensees means a person or entity that directly (or indirectly through one or more intermediaries) controls, is controlled by or is under common control with Licensee. A person or entity will be deemed to be controlled by another person or entity if it is

controlled in any manner whatsoever that results in control in fact by that other person or entity (either acting individually or acting jointly or in concert with others) whether directly or indirectly and whether through share ownership, a trust, a contract or otherwise; and

L. Failure by the Licensee or any Controlling Person (defined in Section 1-23-010 of the Municipal Code) thereof to maintain eligibility to do business with the City in violation of Section 1-23-030 of the Municipal Code shall render this Agreement voidable or subject to termination, at the option of the Chief Procurement Officer. Licensee agrees that Licensee's failure to maintain eligibility (or failure by Controlling Persons to

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maintain eligibility) to do business with the City in violation of Section 1-23-030 of the Municipal Code shall constitute an event of default; and

M. Licensee acknowledges that it is the duty of the Licensee to report to the Inspector General, directly and without undue delay, any and all information concerning conduct which it knows or should reasonably know to involve corrupt or other unlawful activity by its employees or the employees of any of its subcontractors, in connection with the performance of City work, or by any person dealing with the City which concerns the person's dealings with the City. Knowing failure to make such a report will be an event of default under this Agreement; and

N. (i) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in *Shakman v. Democratic Organization of Cook County*, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.

ii) Licensee is aware that City policy prohibits City employees from directing any individual to apply for a position with Licensee, either as an employee or as a subcontractor, and from directing Licensee to hire an individual as an employee or as a subcontractor. Accordingly, Licensee must follow its own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by Licensee under this Agreement are employees or subcontractors of Licensee, not employees of the City of Chicago. This Agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by Licensee.

iii) Licensee will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under this Agreement, or offer employment to any individual to provide services under this Agreement, 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 Agreement, 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.

iv) In the event of any communication to Licensee by a City employee or City official in violation of Section (ii) above, or advocating a violation of Section (iii) above, Licensee 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

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head of the relevant City Department utilizing services provided under this Agreement. Licensee will also cooperate with inquiries by OIG Hiring Oversight.

#### **SECTION 24.**

#### **NON-LIABILITY OF PUBLIC OFFICIALS**

No official, employee or agent of the Licensor shall be charged personally by the Licensee, or by any assignee or sublicensee of the Licensee, with any liability or expenses of defense or be held personally liable to them under any term or provision of this Agreement, or because of the Licensor's execution or attempted execution, or because of any breach hereof.

#### **SECTION 25.**

#### **BUSINESS DOCUMENTS, DISCLOSURE OF OWNERSHIP INTERESTS AND OTHER CERTIFICATIONS**

Licensee shall, if requested by the Commissioner, provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable, and evidence of its authority to do business in the State of Illinois, including without limitation, registrations of assumed names or limited partnerships and certifications of good standing with the Office of the Secretary of State of Illinois. Licensee must execute an Economic Disclosure Statement and Affidavit ("EDS") in the form attached to this Agreement as Exhibit C. Notwithstanding acceptance by the City of the EDS, Licensee's failure in the EDS to include all information required under the Municipal Code renders this Agreement voidable at the option of the City. Licensee must promptly update its EDS(s) on file with the City whenever any information or response provided in the EDS(s) is no longer complete and accurate. Licensee further agrees to provide such other affidavits or certifications as may be required by federal, state or local law in the award of public contracts. Licensee shall further cause its Subcontractors or, if a partnership or joint venture, all members of the partnership or joint venture, to submit all such documents to the Licensor.

Licensee certifies, as further evidenced in the EDS attached as Exhibit C. by its acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency. Licensee further agrees by executing this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts and subcontracts. If Licensee or any lower tier participant is unable to certify to this statement, it must attach an explanation to the Agreement.

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**SECTION 26.**

**CONFLICT OF INTEREST**

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

The Licensee covenants that it, its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and Subcontractors, presently have no interest and shall acquire no interest, direct or indirect, in the project to which this Agreement pertains which would conflict in any manner or degree with the performance of this Agreement. The Licensee further covenants that in the performance of this Agreement no person having any such interest shall be employed. Licensee agrees that if the Licensor, by the City Comptroller in his reasonable judgment, determines that any of Licensee's services for others conflict with the duties of the Licensee under this Agreement, Licensee shall terminate such other services immediately upon request of the Licensor.

Furthermore, if any federal funds are to be used to compensate or reimburse Licensee under this Agreement, the Licensee represents that it is and will remain in compliance with federal restrictions on lobbying set forth in section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 if (1989), as amended. If federal funds are to be used, Licensee shall execute a Certification Regarding Lobbying, which shall be attached hereto and incorporated by reference as part of Exhibit C as if fully set forth here.

**SECTION 27.**

**MACBRIDE PRINCIPLES ORDINANCE**

Licensor through the passage of the MacBride Principles Ordinance seeks to promote fair and equal employment opportunities and labor practices for religious minorities in Northern Ireland and provide a better working environment for all citizens in Northern Ireland.

In accordance with Section 2-92-580 of the Municipal Code of the City of Chicago, if the Licensee conducts any business operations in Northern Ireland, it is hereby required that the Licensee shall make all

reasonable and good faith efforts to conduct any business operations in Northern Ireland in accordance with the MacBride Principles for Northern Ireland as defined in

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Illinois Public Act 85-1390 (1988 111. Laws 3220)

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

### **SECTION 27.1**

#### **BUSINESS RELATIONSHIPS**

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. The term business relationship is defined as set forth in section 2-156-080 of the Municipal Code.

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: (i) 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; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the city; (iv) a time or demand deposit in a financial institution; or (v) 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.

### **SECTION 27.2 PROHIBITION ON CERTAIN**

#### **CONTRIBUTIONS**

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

Licensee 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 Licensee or the date Licensee approached the City, as applicable, regarding the formulation of this Contract, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

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

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

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

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

For purposes of this provision:

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



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

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

### **SECTION 27.3**

#### **ENVIRONMENTAL WARRANTIES AND REPRESENTATIONS**

In accordance with Section 11-4-1600(e) of the Municipal Code of Chicago, Licensee warrants and represents that it, and to the best of its knowledge, its subcontractors have not violated and are not in violation of the following sections of the Code (collectively, the "Waste Sections"):

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

During the period while this Agreement is executory, Licensee'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 discretion of the Commissioner. Such breach and default entitles the City to all remedies under the Agreement, at law or in equity.

This section does not limit Licensee's and its subcontractors' duty to comply with all applicable federal, state, county and municipal laws, statutes, ordinances and executive orders, in effect now or later, and whether or not they appear in this 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 Licensee's eligibility for future contract awards.

### **SECTION 27.4**

#### **FIRMS OWNED OR OPERATED BY INDIVIDUALS WITH DISABILITIES**

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The City encourages contractors to use 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.

**SECTION 28.**

**INCORPORATION**

This Agreement and the Exhibits and Attachments, if any, attached to this Agreement are incorporated into this Agreement by this reference and constitute the entire and exclusive agreement between the parties with respect to the subject matter of the Agreement and supersede all prior communications and negotiations, whether written or oral.

**SECTION 29. NON-WAIVER**

Any waiver or any breach of covenants herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent Licensor from declaring a forfeiture for any succeeding breach either of the same conditions or covenants or otherwise.

**SECTION 30.**

**DEFAULT AND REMEDIES**

A. Event of Default. The following constitute events of default under this Agreement:

1. Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Licensee to the City.

Z Licensee's material failure to perform any of its obligations under this Agreement including the following:

- i) Failure to perform the services with sufficient personnel and equipment or with sufficient material to ensure the timely performance of the services;
- ii) Failure to have and maintain all professional licenses required by law to perform the services;
- iii) Failure to timely perform the services;

iv) Failure to perform the services in a manner reasonably satisfactory to the Commissioner or inability to perform the services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;

- v) Failure to promptly re-perform, as required, within a reasonable time and at no cost to the City, services that are rejected as erroneous or unsatisfactory;
- vi) Discontinuance of the services for reasons within Licensee's reasonable control;
- vii) Failure to comply with Section 22 in the performance of the Agreement;
- viii) Failure promptly to update EDS(s) furnished in connection with this Agreement when the information or responses contained in it or them is no longer complete or accurate;
- ix) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination; and
- x) Any other acts specifically stated in this Agreement as constituting an act of default.

Any change in ownership or control of Licensee without the prior written approval of the Commissioner (when such prior approval is permissible by law), which approval the Commissioner will not unreasonably withhold.

Licensee's default under any other agreement it may presently have or may enter into with the City for the duration of this Agreement. Licensee acknowledges that in the event of a default under this Agreement the City may also declare a default under any such other agreements.

Licensee's violation of City ordinance(s) unrelated to performance under the Agreement such that, in the opinion of the Commissioner, it indicates a willful or reckless disregard for City laws and regulations.

Licensee's failure to update its EDS to reflect any changes in information, including changes in ownership, and to provide it to the City as provided under this Agreement.

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B. Licensor's Remedies. The occurrence of any event of default permits the City, at the City's sole option, to declare Licensee in default. The Commissioner may in her sole discretion give Licensee an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days unless extended by the Commissioner. Whether to declare Licensee in default is within the sole discretion of the Commissioner and neither that decision nor the factual basis for it is subject to review or challenge.

The Commissioner will give Licensee written notice of the default, either in the form of a cure notice ("Cure Notice"), or, if no opportunity to cure will be granted, a default notice ("Default Notice"). If the Commissioner gives a Default Notice, she will also indicate any present intent she may have to terminate this Agreement, and the decision to terminate is final and effective upon giving the notice. If the Commissioner decides not to terminate, this decision will not preclude her from later deciding to terminate the Agreement in a later notice, which will be final and effective upon the giving of the notice or on the date set forth in the notice, whichever is later. The Commissioner may give a Default Notice if Licensee fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section,

Licensee must discontinue any services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the City.

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

1. The right to take over and complete the services, or any part of them, at Licensee's expense and as agent for Licensee, either directly or through others, and bill Licensee for the cost of the services.
2. The right to terminate this Agreement as to any or all of the services yet to be performed effective at a time specified by the City.
3. The right of specific performance, an injunction or any other appropriate equitable remedy.
4. The right to money damages.
5. The right to deem Licensee non-responsible in future contracts to be awarded by the City.
6. The right to declare default on any other contract or agreement Licensee may have with the City.

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D. City's Reservation of Rights. If the Commissioner considers it to be in the City's best interests, she may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the City and that if the City permits Licensee to continue to provide the services despite one or more events of default, Licensee is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the City waive or relinquish any of its rights.

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

**SECTION 31.**

**MONETARY DAMAGES**

In the event Licensor elects to terminate this Agreement in connection with an event of default,

Licensee shall pay to Licensor an amount equal to the sum of:

- a) The balance of the Minimum Guaranteed License Fee;
- b) All costs incurred in finding replacement concessionaire acceptable to the City; and
- c) All amounts owing at the time of termination of the Agreement on account of breach of any term, covenant or condition of this Agreement, including, but not limited to, unpaid license fees, plus interest thereon on all such amounts from the date due until paid at the rate of twelve percent (12%) per annum.

**SECTION  
[RESERVED]**

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**SECTION 33 INDEPENDENCE OF AGREEMENT**

It is understood and agreed that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of co-partners or joint venturers between the parties hereto, or as constituting Licensee as the agent, representative or

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employee of Licensor for any purpose or in any manner whatsoever. Licensee is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

**SECTION 34  
RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES**

Licensor shall have the right to and shall adopt and enforce reasonable rules and regulations with respect to the use of Millennium Park, the Premises and related facilities, which Licensee agrees to observe and obey. Licensee shall observe and obey all the laws, ordinances, regulations and rules of the federal, state, county and municipal governments which may be applicable to its operations at Millennium Park and shall obtain and maintain all permits and licenses necessary for its operations at Millennium Park. Licensee further agrees to pay all taxes imposed by law on the property or its operations.

**SECTION 35.**

**PARAGRAPH HEADINGS**

The paragraph headings contained herein are for convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

**SECTION 36 INVALID**

**PROVISIONS**

In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of such covenant, condition or provision herein contained shall not affect the validity of any other covenant, condition or provision, provided that the invalidity of such covenant, condition or provision does not materially prejudice either Licensor or Licensee in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

**SECTION 37**

**PROHIBITION OF RECORDATION**

This Agreement shall not and will not, nor shall any copy hereof, or any statement, paper or affidavit, in any way or manner referring hereto, be filed in the Office of the Recorder of Deeds of Cook County, Illinois, or in any other public office, by Licensee or anyone acting for Licensee and if the same be so filed, this Agreement and each and every provision hereof shall.

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at the option of the Licensor, be and become absolutely null and void and Licensor may declare such filing a breach of this Agreement.

**SECTION 38. NO PERSONAL LIABILITY**

The execution of this Agreement by any person in the name and on behalf of Licensor shall not, under any circumstances, subject such person to any individual or personal liability, present or future.

**SECTION 39.**

**GOVERNING LAW AND JURISDICTION**

The validity, construction and enforceability of this Agreement shall in all respects be governed by and construed in accordance with the law of the State of Illinois.

Licensee irrevocably submits itself to the original jurisdiction of those courts located within the County of Cook, State of Illinois, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Agreement. Service of process on Licensee may be made, at the option of the City, either by registered or certified mail addressed to the applicable office as provided for in this Agreement, by registered or certified mail addressed to the office actually maintained by Licensee, or by personal delivery on any officer, director, or managing or general agent of Licensee. If any action is brought by Licensee against the City concerning this Agreement, the action must be brought only in those courts located

within the County of Cook, State of Illinois.

**SECTION 40.**

**NO LEASEHOLD INTEREST**

Nothing in this Agreement is intended, or shall be deemed, to give rise to a lease of real estate by Licensor or Licensee. This Agreement constitutes a license agreement which permits Licensee to operate a concession in Millennium Park. No leasehold interest is hereby conveyed nor has any such interest ever been conveyed to Licensee by Licensor.

**SECTION 41.**

**CITY'S GOVERNMENTAL FUNCTIONS**

Nothing contained in this Agreement shall impair the right of City, in the exercise of its

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governmental functions, to require Licensee to pay any tax or inspection fees or to produce necessary permits or licenses.

**SECTION**

**42.**

**RECYCLING**

The Licensee shall comply with all applicable rules and regulations promulgated by the City or other governmental entity with respect to recycling. The Licensee covenants that it will be a full and active participant in any recycling program developed by the City which the Commissioner determines in his sole discretion to be applicable to the Licensee. The City shall have the right to inspect the Licensee's recycling operations upon reasonable notice; and to terminate this Agreement, in whole or in part, if Licensee is not in compliance.

**SECTION 43**

**LICENSES AND PERMITS**

The Licensee shall obtain at its own expense all licenses and permits required to perform its operations hereunder. Review and approval of all licenses and permits required by Licensee will not be unreasonably held by Licensor.

**SECTION 44.**

**TAXES**

Licensee shall be responsible for payment of all applicable taxes levied against the Premises and shall pay such taxes directly to the appropriate taxing agency. Licensee shall provide the Commissioner with copies of all notices relating to such taxes within thirty (30) days of request and shall provide the Commissioner with a receipt indicating payment of such taxes. Nothing herein shall preclude Licensee from contesting such charge or tax.

**SECTION 45.**

**NO DAMAGES FOR DELAY**

Licensee agrees that it shall make no claims against Licensor for damages, charges, additional costs or fees or any lost profits or costs incurred by reason of delays or hindrances by the Licensor in the performance of its obligation under this Agreement. The Licensor shall not be liable or responsible for Licensee for any loss or damage to any property or person or any lost profit occasioned by theft, fire, act of God, public enemy, injunction, riot, strike, insurrection,

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war, court order, requisition or order of governmental body or authority, or for any damage or inconvenience or lost profits which may arise through repair or alteration of any part of Millennium Park or failure to make any such repairs.

**SECTION 46.**

**SALARIES**

Salaries of all employees of the Licensee and its Subcontractors performing services under this Agreement shall be paid as required by applicable law.

[the remainder of this page intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

**SIGNED at Chicago, Illinois:**

CITY OF CHICAGO

By:

Michelle T. Boone



Commissioner  
Department of Cultural Affairs and Special Events

LICENSEE

By:

Its:

Attest: "

State of County of

This instrument was acknowledged before me on (date) by  
(name/s of person/s) as (type of authority, e.g., officer, trustee, etc.) of  
(name of party on behalf of whom instrument was executed).

(Signature of Notary Public) Seal:

33

**EXHIBIT A-1**

**DESCRIPTION OF LICENSE**

The east concession pad adjacent to the Jay Pritzker Pavilion at Millennium Park (the "Concession Pad"), plus

the fenced seating area adjacent to the Concession Pad (the "Seating Space"), each as shown on the map attached as Exhibit A-2 (the Concession Pad and Seating Space may be known collectively herein as the "Concession Site").

EXHIBIT A-2 THE PREMISES

[See attached]

EXHIBIT B [RESERVED]

EXHIBIT C

ECONOMIC DISCLOSURE STATEMENT AND AFFIDAVIT

[See attached]

CERTIFICATE OF FILING FOR

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT

**EDS Number: 65095**

**Certificate Printed on: 02/08/2015**

**Date of This Filing:02/05/2015 04:01 PM Original Filing Date:02/05/2015 04:01 PM**

**TitlerPresident**

**Disclosing Party: Chicago Brewpubs Inc.**

**Filed by: Mr. John Hall**

**Matter: Concession Services for Millennium Park**

**Applicant: Chicago Brewpubs Inc. Specification\*:**

**0910813 Contract #:**

**The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.**

**A copy of the EDS may be viewed and printed by visiting <<https://webappsl.cityofchicago.org/EDSWeb>> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.**

x^3

CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation EDS # 65095

**SECTION I GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS: Chicago Brewpubs

Inc.

Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

B. Business address of the Disclosing Party:

18 00 N. Clybourn Chicago, IL  
60614 United States

C. Telephone:

312-420-5657 Fax:

Email:

eskrickogooseisland.com

D. Name of contact person: Mr. John Hall

E. Federal Employer Identification No. (if you have one):

F. Brief description of contract, transaction or other undertaking (referred to below the "Matter") to which this EDS pertains:

Concession Services for Millennium Park

Which City agency or department is requesting this EDS?

DEPT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

Specification Number

0910813

Contract (PO) Number

Revision Number

Release Number

User Department Project Number

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

A. NATURE OF THE DISCLOSING PARTY 1. Indicate the nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

B. DISCLOSING PARTY IS A LEGAL ENTITY: 1.a.1 Does the Disclosing Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:**

**Title:**

Role:

Mr. John Hall President Director ■:

Mr. Bruce Lange Secretary-  
Director

**2. Ownership Information**

Please provide ownership information concerning each person or entity having a direct or indirect beneficial interest in excess of 7.5% of the Disclosing Party. 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. Note: Pursuant to Section 2-154-030 of the Municipal code of Chicago, the City may require any such additional information from any applicant which is reasonably intended to achieve full disclosure.

- Mr. John Hall - 31%
- Mr. Robert Beaubien - 15%
- Mr. Todd Holmes - 14%
- Mr. Louis Amoroso - 15%

**Owner Details**

Name Address

Mr. John Hall            i800 N. Clybourn  
                                 Chicago, IL 60614  
                                 United States

18 00 N. Clybourn Chicago, IL 60614  
United States

Mr. Robert Beaubien    isoo N. Clybourn  
                                 Chicago, IL            60614            United  
                                 States

18 00 N. Clybourn Chicago, IL 60614  
United States

**SECTION III -- BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS**

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal

Code, with any City elected official in the 12 months before the date this EDS is signed?

No

## SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

No

3. Has the Disclosing Party retained any persons in connection with the Matter?

No

## SECTION V -- CERTIFICATIONS

### A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code 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.

**-A-**

Has any person who directly or indirectly owns 10% or more of the Disclosing Party been declared in arrears of any child support obligations by any Illinois court of competent jurisdiction?

No

### B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult

for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.L 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and

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- e. have not, within a five-year period preceding 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.

I certify the above to be true

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

4. Neither the Disclosing Party, 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
- bid-rigging in violation of 720 ILCS 5/33E-3;
  - bid-rotating in violation of 720 ILCS 5/33E-4; or
  - 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.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals

-6-

List, the Denied Persons List, the Unverified List, the Entity List and the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of



Chicago.

None

8. 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 \$20 per recipient.

None

### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: 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?

No

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### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. 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.

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.

I can make the above verification

## SECTION VI - CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## SECTION VII -- ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html) <<http://www.cityofchicago.org/city/en/depts/ethics.html>>, and may also be obtained from the City's Board of Ethics, 740 N. Sedgwick St., Suite 500, Chicago, IL 60610,

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(312) 744-9660. The Disclosing Party must comply fully with the applicable ordinances.

I acknowledge and consent to the above The Disclosing Party

understands and agrees that:

- 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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to the above The Disclosing Party represents

and warrants that:

- F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

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- F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

- F.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## **FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS**

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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 corporate officers of the Disclosing Party, 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 percent ownership interest in the Disclosing Party. "Principal officers" means the president, chief operating officer, executive director,

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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?

No

## ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information from your documents before uploading.

List of vendor attachments uploaded by City staff None.

List of attachments uploaded by vendor None.

## CERTIFICATION

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

Isl 02/05/2015 Mr. John Hall  
President  
Chicago Brewpubs Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

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## ATTACHMENT A

### ONLINE EDS ACKNOWLEDGEMENT

The undersigned, hereby acknowledges having received Specification No. Q910813 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) , and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: Chicago Brewpubs Inc.  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE:

TITLE OF SIGNATORY: President  
(Print or Type)

BUSINESS ADDRESS: 1800 N. Clvbourm Street. Chicago. IL 60614  
(Print or Type)

State of IL, (Affix Corporate Seal)  
County of Cnnk

This instrument was acknowledged before me on this 10 day of February ■ 20 15 by  
John R Hall as President (or other authorized officer) and

CERTIFICATE OF FILING FOR CITY OF CHICAGO ECONOMIC

DISCLOSURE STATEMENT

EDS Number: 66128

Certificate Printed on: 03/05/2015

Date of This Filing:03/05/2015 11:03 AM Original Filing Date:03/05/2015 11:03 AM

Disclosing Party: Lincoln Park Brewery, Inc. Title:President Filed by: Mr. John Hall

Matter: Concession Services for Millennium Park

Applicant: Lincoln Park Brewery, Inc. Specification #:

0910813 Contract #:

The Economic Disclosure Statement referenced above has been electronically filed with the City. Please provide a copy of this Certificate of Filing to your city contact with other required documents pertaining to the Matter. For additional guidance as to when to provide this Certificate and other required documents, please follow instructions provided to you about the Matter or consult with your City contact.

A copy of the EDS may be viewed and printed by visiting

<[https://webapps1](https://webapps1.cityofchicago.org/EDSWeb)> .cityofchicago.org/EDSWeb <<http://cityofchicago.org/EDSWeb>> and entering the EDS number into the EDS Search. Prior to contract award, the filing is accessible online only to the disclosing party and the City, but is still subject to the Illinois Freedom of Information Act. The filing is visible online to the public after contract award.

**CITY OF CHICAGO ECONOMIC DISCLOSURE STATEMENT and AFFIDAVIT  
Related to Contract/Amendment/Solicitation EDS #66128**

**SECTION I -- GENERAL INFORMATION**

A. Legal name of the Disclosing Party submitting the EDS:

Lincoln Park Brewery, Inc. Enter d/b/a if applicable:

The Disclosing Party submitting this EDS is:

the Applicant

**B. Business address of the Disclosing Party:**

18 0 0 N. Clybourn Chicago, IL  
60614 United States

**C. Telephone:**

312-420-5657 Fax:

**Email:**

eskrick@gooseisland.com <mailto:eskrick@gooseisland.com>

**D. Name of contact person:** Mr. John Hall

**E. Federal Employer Identification No. (if you have one):**

**F. Brief description of contract, transaction or other undertaking (referred to below the "Matter") to which this EDS pertains:**

Concession Services for Millennium Park

**Which City agency or department is requesting this EDS?**

DEPT OF CULTURAL AFFAIRS AND SPECIAL EVENTS

**Specification Number**

0910813

**Contract (PO) Number**

**Revision Number**

**Release Number**

**User Department Project Number**

## SECTION II -- DISCLOSURE OF OWNERSHIP INTERESTS

### A. NATURE OF THE DISCLOSING PARTY 1. Indicate the

nature of the Disclosing Party:

Privately held business corporation

Is the Disclosing Party incorporated or organized in the State of Illinois?

Yes

### B. DISCLOSING PARTY IS A LEGAL ENTITY: 1.a.1 Does the Disclosing

Party have any directors?

Yes

1.a.3 List below the full names and titles of all executive officers and all directors, if any, of the entity. Do not include any directors who have no power to select the entity's officers.

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

**Officer/Director:**

**Title:**

**Role:**

Mr. John Hall

President





United States  
Robert Beaubien isoo N.  
Clybourn  
Chicago, IL 60614  
United States  
Todd Holmes isoo N. Clybourn  
Chicago, IL 60614 United  
States

### SECTION III BUSINESS RELATIONSHIPS WITH CITY ELECTED OFFICIALS

Has the Disclosing Party had a "business relationship," as defined in Chapter 2-156 of the Municipal Code, with any City elected official in the 12 months before the date this EDS is signed?

No

### SECTION IV -- DISCLOSURE OF SUBCONTRACTORS AND OTHER RETAINED PARTIES

The Disclosing Party must disclose the name and business address of each subcontractor, attorney, lobbyist, 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.

"Lobbyist" means any person or entity who undertakes to influence any legislative or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2) himself. "Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action.

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.

1. Has the Disclosing Party retained any legal entities in connection with the Matter?

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No

3. Has the Disclosing Party retained any persons in connection with the Matter? No

### SECTION V -- CERTIFICATIONS

## A. COURT-ORDERED CHILD SUPPORT COMPLIANCE

Under Municipal Code 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 of any child support obligations by any Illinois court of competent jurisdiction?

No

## B. FURTHER CERTIFICATIONS

1. Pursuant to Municipal Code Chapter 1-23, Article I ("Article I")(which the Applicant should consult for defined terms (e.g., "doing business") and legal requirements), if the Disclosing Party submitting this EDS is the Applicant and is doing business with the City, then the Disclosing Party certifies as follows:

- i. neither the Applicant nor any controlling person 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 Article I applies to the Applicant, the permanent compliance timeframe in Article I supersedes some five-year compliance timeframes in certifications 2 and 3 below.

I certify the above to be true

2. The Disclosing Party and, if the Disclosing Party is a legal entity, all of those persons or entities identified in Section II.B.L of this EDS:

-5-

- 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, within a five-year period preceding 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 clause B.2.b. of this Section V;
- d. have not, within a five-year period preceding the date of this EDS, had one or more public transactions (federal, state or local) terminated for cause or default; and
  - e. have not, within a five-year period preceding 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.

I certify the above to be true

3. 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 five years before the date this EDS is signed, or, with respect to a Contractor, an Affiliated Entity, or an Affiliated Entity of a Contractor during the five 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 a. or b. above that is a matter of record, but have not been prosecuted for such conduct; or
- d. violated the provisions of Municipal Code Section 2-92-610 (Living Wage Ordinance).

I certify the above to be true

-6-

4. Neither the Disclosing Party, 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

- bid-rigging in violation of 720 ILCS 5/33E-3;
- bid-rotating in violation of 720 ILCS 5/33E-4; or
- 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.

I certify the above to be true

5. Neither the Disclosing Party nor any Affiliated Entity is listed on any of the following lists maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the Bureau of Industry and Security of the U.S. Department of Commerce or their successors: the Specially Designated Nationals List, the Denied Persons List, the Unverified List, the Entity List and

the Debarred List.

I certify the above to be true

6. The Disclosing Party understands and shall comply with the applicable requirements of Chapters 2-55 (Legislative Inspector General), Chapter 2-56 (Inspector General) and Chapter 2-156 (Governmental Ethics) of the Municipal Code.

I certify the above to be true

7. 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 execution date of this EDS, an employee, or elected or appointed official, of the City of Chicago.

None

8. 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 \$20 per recipient.

None

#### C. CERTIFICATION OF STATUS AS FINANCIAL INSTITUTION

-7-

The Disclosing Party certifies that, as defined in Section 2-32-455(b) of the Municipal Code, the Disclosing Party

is not a "financial institution"

#### D. CERTIFICATION REGARDING INTEREST IN CITY BUSINESS

Any words or terms that are defined in Chapter 2-156 of the Municipal Code have the same meanings when used in this Part D.

1. In accordance with Section 2-156-110 of the Municipal Code: 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?

No

#### E. CERTIFICATION REGARDING SLAVERY ERA BUSINESS

If the Disclosing Party cannot make this verification, the Disclosing Party must disclose all required information in the space provided below or in an attachment in the "Additional Info" tab. 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.

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.

I can make the above verification

## SECTION VI CERTIFICATIONS FOR FEDERALLY-FUNDED MATTERS

Is the Matter federally funded? For the purposes of this Section VI, tax credits allocated by the City and proceeds of debt obligations of the City are not federal funding.

No

## SECTION VII ACKNOWLEDGMENTS, CONTRACT INCORPORATION, COMPLIANCE, PENALTIES, DISCLOSURE

The Disclosing Party understands and agrees that:

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- 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 and Campaign Financing Ordinances, Chapters 2-156 and 2-164 of the Municipal Code, impose certain duties and obligations on persons or entities seeking City contracts, work, business, or transactions. A training program is available on line at [www.cityofchicago.org/city/en/depts/ethics.html](http://www.cityofchicago.org/city/en/depts/ethics.html) <<http://www.cityofchicago.org/city/en/depts/ethics.html>>, 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 the applicable ordinances.

I acknowledge and consent to the above The Disclosing Party understands

and agrees that:

- 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 transactions with the City. 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 on this EDS and any attachments to this EDS may be made available to the public 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 Article I of Chapter 1-23 of the Municipal Code (imposing PERMANENT INELIGIBILITY for certain specified offenses), the information provided herein

-9-

regarding eligibility must be kept current for a longer period, as required by Chapter 1-23 and Section 2-154-020 of the Municipal Code.

I acknowledge and consent to, the above The Disclosing Party

represents and warrants that:

F.1. The Disclosing Party is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, nor are the Disclosing Party or its Affiliated Entities delinquent in paying any fine, fee, tax or other charge owed to the City. This includes, but is not limited to, all water charges, sewer charges, license fees, parking tickets, property taxes or sales taxes.

I certify the above to be true

F.2 If the Disclosing Party is the Applicant, the Disclosing Party and its Affiliated Entities will not use, nor permit their subcontractors to use, any facility listed by the U.S. E.P.A. on the federal Excluded Parties List System ("EPLS") maintained by the U.S. General Services Administration.

I certify the above to be true

F.3 If the Disclosing Party is the Applicant, the Disclosing Party 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 F.1. and F.2. 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 Disclosing Party has reason to believe has not provided or cannot provide truthful certifications.

I certify the above to be true

## FAMILIAL RELATIONSHIPS WITH ELECTED CITY OFFICIALS AND DEPARTMENT HEADS

This question 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 percent. It is not to be completed by any legal entity which has only an indirect ownership interest in the Applicant.

Under Municipal Code 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

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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 corporate officers of the Disclosing Party, 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 percent 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?

No

## ADDITIONAL INFO

Please add any additional explanatory information here. If explanation is longer than 1000 characters, you may add an attachment below. Please note that your EDS, including all attachments, becomes available for public viewing upon contract award. Your attachments will be viewable "as is" without manual redaction by the City. You are responsible for redacting any non-public information



from your documents before uploading.

N/A

List of vendor attachments uploaded by City staff

None.

List of attachments uploaded by vendor None.

## **CERTIFICATION**

Under penalty of perjury, the person signing below: (1) warrants that he/she is authorized to execute this EDS on behalf of the Disclosing Party, and (2) warrants

- 11 -

that all certifications and statements contained in this EDS are true, accurate and complete as of the date furnished to the City.

Is/ 03/05/2015 Mr. John Hall  
President  
Lincoln Park Brewery, Inc.

This is a printed copy of the Economic Disclosure Statement, the original of which is filed electronically with the City of Chicago. Any alterations must be made electronically, alterations on this printed copy are void and of no effect.

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**ATTACHMENT A**

**ONLINE EDS ACKNOWLEDGEMENT**

The undersigned, hereby acknowledges having received Specification No. 0910813 containing a full set of RFP Documents, including, Addenda Numbers (none unless indicated here) , and affirms that the Respondent shall be bound by all the terms and conditions contained in the RFP Documents, regardless of whether a complete set thereof is attached to this response.

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

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

COMPANY NAME: Lincoln Park Brewery, Inc.  
(Print or Type)

AUTHORIZED OFFICER SIGNATURE: 'i) ^ '''

TITLE OF SIGNATORY: President

(Print or Type)

BUSINESS ADDRESS: 1800 N. Clvboum St.. Chicago. IL 60614

(Print or Type)

State of Illinois

(Affix Corporate Seal)

County of Cook

This instrument was acknowledged before me on this g day of March, 2015 by

John Hall as President (or other authorized officer) and

Bruce Langs as Secretary of ijpcoin Park.Brewery, inqcompany Name)

Notary Public Signature: /' .^..iv^^^A.-^ "H--- (Seal)

< Official Seal  
\\ Ellis S Krick  
• Notary Public State of Illinois  
• My Commission Expires 10/23/2017

**EXHIBIT D**

**[RESERVED]**

**EXHIBIT E [RESERVED]**

**EXHIBIT F-1 [RESERVED]**

**EXHIBIT F-2 [RESERVED]**

**EXHIBIT G**

**LICENSE FEE**

Percentage License Fee/Minimum Guaranteed License Fee. In consideration for the concession at the Concession Site and for the rights specified hereunder, each and every month during the term of this Agreement, Licensee agrees to pay Licensor the License Fee, which shall be the greater of (i), (ii) and (iii) as follows:

- i) 15% of Net Revenues from food and alcoholic and non-alcoholic beverage sales (A) over \$400,000, for the First Season, and (B) over \$460,000 for the Second and Third Seasons (hereinafter referred to as "Percentage License Fee");
- ii) 5% on sale of all food, non-alcoholic and alcohol beverages sold on select ticketed concert events; as noted in Exhibit I; and
- iii) The Minimum Guaranteed License Fee for the Season. For purposes of this Agreement, the "Minimum Guaranteed License Fee" means: (A) for the First Season, \$90,000.00; (B) for the Second Season, \$100,000.00; and (C) for the Third Season, \$100,000.00.

(iv)

In addition to the above, notwithstanding any termination of this Agreement or abatement or reduction of fees

pursuant to this Agreement, Licensee must provide complimentary beverage products of the Licensor's choosing for two (2) City-sponsored receptions, for no more than 200 people for each individual reception to be held at either Millennium Park and/or the Chicago Cultural Center. The Licensor shall inform the Licensee of the location and time of required delivery and amount and type of beverages to be delivered at least fourteen (14) days in advance of the reception.

**EXHIBIT H**

**INSURANCE REQUIREMENTS AND EVIDENCE OF INSURANCE**

**[See attached]**

**CONTRACT INSURANCE REQUIREMENTS Department of Cultural Affairs and Special Events Millennium Park Concession**

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

**A. INSURANCE TO BE PROVIDED**

1) Workers Compensation and Employers Liability

Workers Compensation Insurance, as prescribed by applicable law covering all employees who are to provide work under this Contract and Employers Liability coverage with limits of not less than \$500,000 each accident, illness or disease.

2) Commercial General Liability (Primary and Umbrella)

Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage liability. Coverages must include the following: All premises and operations, products/completed operations, medical payments, separation of insureds, independent contractors, defense, and contractual liability (not to include Endorsement CG 21 39 or equivalent).

The City and others as required by contract are to be named as an additional insureds under the policy. Such additional insured coverage shall be provided on CG 2026 or a similar additional insured form acceptable to City. The additional insured coverage shall not have any limiting endorsements or language under the policy such as but not limited to, Respondents sole negligence or the Additional Insured's vicarious liability. Respondents liability insurance shall be primary without right of contribution by any other insurance or self-insurance maintained by or available to the City.

3) Automobile Liability (Primary and Umbrella)

When any motor vehicles (owned, non-owned and hired) are used in connection with services to be performed, the Respondent must provide Automobile Liability Insurance with limits of not less than \$500,000 per occurrence for bodily injury and property damage. The City is to be named as an additional insured on a primary, non-contributory basis.

4) All Risk Property Insurance

Respondent is responsible for all loss or damage to personal property, (including but not limited to material, equipment, tools, and supplies), owned, used, leased or rented by Respondent and for loss or damage to all property that is in Respondent's care, custody and control.

**B. ADDITIONAL REQUIREMENTS**

The Respondent must furnish the City of Chicago, Department of Cultural Affairs and Special Events, Contract Administrator, 78 E. Washington, 60602, original Certificates of Insurance and all applicable endorsements, or such similar evidence, to be in force on the date of this Agreement, and Renewal Certificates of Insurance, or such similar evidence, if the coverages have an expiration or renewal date occurring during the term of this Agreement. The Respondent must submit evidence of insurance on the City of Chicago Insurance Certificate Form (copy attached) or equivalent and copy(ies) of the additional

insured endorsement(s) using ISO form CG 20 26 or equivalent prior to Agreement award. 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 Agreement requirements. The failure of the City to obtain certificates or other insurance evidence from Respondent is not a waiver by the City of any requirements for the Respondent to obtain and maintain the specified coverages. The Respondent shall advise all insurers of the Agreement provisions regarding insurance. Non-conforming insurance does not relieve Respondent of the obligation to provide insurance as specified herein. Nonfulfillment of the insurance conditions may constitute a violation of the Agreement, and the City retains the right to stop work until proper evidence of insurance is provided, or the Agreement may be terminated.

Respondent must provide for 60 days prior written notice to be given to the City in the event coverage is substantially changed, canceled, or non-renewed.

Any deductibles or self insured retentions on referenced insurance coverages must be borne by Respondent.

The Respondent hereby waives and agrees to require their insurers to waive their rights of subrogation against the City, its employees, elected officials, agents, or representatives.

The coverages and limits furnished by Respondent in no way limit the Respondent's liabilities and responsibilities specified within the Agreement or by law.

Any insurance or self insurance programs maintained by the City does not contribute with insurance provided by the Respondent under the Agreement.

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

If Respondent maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Respondent. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

If Respondent is a joint venture or limited liability company, the insurance policies must name the joint venture or limited liability company as a named insured.

The Respondent must require all subcontractors to provide the insurance required herein, or Respondent may provide the coverages for subcontractors. All subcontractors are subject to the same insurance requirements of Respondent unless otherwise specified in this Agreement. Respondent must ensure that the City is an additional insured on insurance required from subcontractors.

If Respondent or subcontractors desires additional coverages, the party desiring the additional coverages is responsible for the acquisition and cost.

Notwithstanding any provision in the Agreement to the contrary, the City of Chicago Risk Management Department maintains the right to modify, delete, alter or change these requirements.

Client\*: 83451 G00SISL1

## ACORD™ certificate of liability insurance

DATE (MMJJDD/mY)

2/12/2015

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.  
COVERAGES  
REVISION NUMBER:

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 endorsements), If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654

SaSgP Brittany Geary

».m: 312 595-6224

|£c.,,0): 312 595-4339

address: bgeary@mesirowflnahcial.cpm <mailto:bgeary@mesir

INSURER(S) AFFORDING COVERAGE NAIC#

insurer a : Westfield Insurance 024112

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

INSURED Lincoln Park Brewery, Inc. dba Goose Island Brewery 1800 N. Clybourn Chicago, IL 60614

CERTIFICATE 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.  
HSR LTR

TYPE OF INSURANCE

GENERAL LIABILITY

COMMERCIAL GENERAL LIABILITY CLAIMS^ADE | X| OCCUR  
POLICY EFF (MM/DD/YYYY)

33/01/2014

POLICY EXP \*M/OD/YYYY)

03/01/2015

GENERAL AGGREGATE

X POLICY

GEN^L AGGREGATE LIMIT APPLIES PER:

pro- r~n.

J ECT | I LOC

AUTOMOBILE LIABILITY

PRODUCTS - COMP/OP AGG

COMBINED SINGLE LIMIT IEn accident)

ANY AUTO ALL OWNED AUTOS

HIRED AUTOS

SCHEDULED AUTOS NON-OWNED AUTOS

BODILY INJURY (Per person)

BODILY INJURY (Per accident)

PROPERTY DAMAGE-

(Per accident)

UMBRELLA UAB EXCESS LIAB

OCCUR CLAIMS^ADE

DEO X RETENTION SO

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) a. describe under

SCRIPT ION OF OPERATIONS below

Liquor Liability

OTHER:

X WC STATU-

IOHIMJIS-

EX. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

EL DISEASE - POLICY LIMIT

\$1,000,000 Each Common Cause Limit \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If mora space is required)

RE: Millennium Park Concession, Dates Pending

City of Chicago; MB Real Estate Services, Inc. and Millennium Park, Inc. and agents are included as Additional

Insured, on Primary and Non-Contributory basis, If required in a written contract or agreement with the Named Insured, as their interest may appear, with respect to General Liability.

CERTIFICATE HOLDER

Millennium Park 201 E. Randolph St. Chicago, IL 60601

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) 1 of 1 #S1741860/M1503700

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registered marks of ACORD

BPM

Client\*: 83451 G00SISL1

# ACORDr. CERTIFICATE OF LIABILITY INSURANCE

DATE (MIWDD/YYYY)

2/11/2015

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

PRODUCER L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654

SX<sub>ME</sub><sup>fCT</sup> Brittany Geary

Kim: 312 595-6224

312 595-4339

address: bgeary@mesir6wRnancial.com <mailto:bgeary@mesi

INSURER(B) AFFORDING COVERAGE NAIC0

insurer a : Westfield Insurance 024112

INSURER B:

INSURER C :

INSURER D:

INSURER E:

INSURER F:

INSURED Lincoln Park Brewery, Inc. dba Goose Island Brewery 1800 N. Clybourn Chicago, IL 60614

## COVERAGES

REVISION NUMBER:

CERTIFICATE 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 CONTRACTOR 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.

.TR  
INSR L"

TYPE OF INSURANCE

GENERAL LIABILITY  
CLAIMS-MADE

COMMERCIAL GENERAL LIABILITY X OCCUR  
X POLICY

GEN'L AGGREGATE LIMIT APPLIES PER:

**5 & FI lgc**

AUTOMOBILE LIABILITY  
AODL INSR

SUBR

*me.*

LIMITS

EACH OCCURRENCE  
(ENTEO, 3 occurrence)

MED EXP (Any one person)  
PERSONAL 4 AOV INJURY  
GENERAL AGGREGATE

PRODUCTS - COMP/OP AGG

COMBINED SINGLE LIMIT

(Ea accident)

ANY AUTO ALL OWNED AUTOS

HIRED AUTOS

SCHEDULED AUTOS NON-OWNED AUTOS

BODILY INJURY (Per person)

BODILY INJURY (Per accident)

PROPERTY DAMAGE

(Pat accWenO

UMBRELLA UAB EXCESS LIAB

OCCUR CLAIMS-MADE

OED

X RETENTION \$0

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPRIETOR/PARTNER/EXECUTIVE

OFFICER/MEMBER EXCLUDED?

(Mandatory In NH)

If yea, describe under

DESCRIPTION OF OPERATIONS below

Liquor Liability

OTH-

EB\_

V WCSTATU-

E.L. EACH ACCIDENT

E.L. DISEASE - EA EMPLOYEE

E.L. DISEASE - POLICY LIMIT

**\$1,000,000 Each Common Cause Limit \$1,000,000 Aggregate**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Certificate Holder is included as additional insureds on a primary and non-contributory basis, with respect to General Liability and Auto Liability.

Waiver of Subrogation applies in favor of the additional insureds.

certificate holder

City of Chicago

Dept of Cultural Affairs and Special Events Contract Administrator 78 E Washington Chicago, IL 60602

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY



PROVISIONS.

AUTHORIZED REPRESENTATIVE

.CORD 25 (2010/05) 1 of 1 #S1741659/M1503700

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BPM

## **EXHIBIT 1 SCHEDULED EVENT DATES**

[See attached]

LLI <sup>1</sup> Conc A// W// W// WCON JAM: Dedi: GPM JAM: FILM  
\_NO1 kicko SEA: Cere OPE Dam. SER  
LU U OPE NIGt only OPE Rice OPE  
COL Iron , G NI  
O <

LD r†





