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## **Request for Proposal (RFP) for Design Engineering Services - Phase I**

**RFP No: 001-2025**

**RFP Issue Date: January 10, 2025**

The Chicago Zoological Society – Brookfield Zoo Chicago (BZC) is soliciting proposals from qualified and experienced firms to provide Phase I - Design Engineering Services to address local traffic congestion issues and improve pedestrian and bicycle access within the regional community.

This document outlines the Society's guidelines for your responses.

**Firms must attend a Mandatory Site Walk at 10:00am CST on Tuesday, January 28th.**

The initial Pre-Bid walk is to begin at the South Gate Entrance location stated below. Failure to attend will render the Bid Proposal of such bidder to be non-responsive. Please RSVP for this Pre-Bid walk to the following email address at least 24 business hours prior:

[Purchasing@brookfieldzoo.org](mailto:Purchasing@brookfieldzoo.org)

**Chicago Zoological Society  
Brookfield Zoo – South Gate Entrance  
3300 Golf Road  
Brookfield, IL 60513**

If you require clarifications or have specific questions regarding any information contained in this RFP (e.g. Scope of Work), please submit your questions in writing via email to the email address referenced below. **All question(s) must be submitted in writing no later than 5:00pm CST on Friday, January 31<sup>st</sup>.** Please include the RFP No. noted above in your email.

[Purchasing@brookfieldzoo.org](mailto:Purchasing@brookfieldzoo.org)

**The Proposal must be submitted no later than 5:00pm CST on Wednesday, February 12th** in electronic format to the following email address:

[Purchasing@brookfieldzoo.org](mailto:Purchasing@brookfieldzoo.org)



## **Organizational Overview**

The Chicago Zoological Society – Brookfield Zoo Chicago (BZC) is a private nonprofit organization that operates Brookfield Zoo on land owned by the Forest Preserve District of Cook County. Opened to the public in 1934, Brookfield Zoo has been a Chicago-area treasure and family destination for more than 75 years. Brookfield Zoo Chicago is the largest suburban attraction in Cook County, both in size and visitation. The 235-acre Zoo annually serves over two million visitors from the diverse Chicago metropolitan area. The zoo is open 363 days a year. On an average day, more than 11,000 people visit during the Zoo's peak attendance season in the summer months.

Brookfield Zoo Chicago's mission is to inspire conservation leadership by connecting people with wildlife and nature. We strive to provide people of all ages and backgrounds with opportunities to learn about and care for the natural world. When it first opened, Brookfield Zoo was considered "cutting edge" for its bar-less enclosures. One of the first zoos to employ nutritionists, pathologists, veterinarians, geneticists, endocrinologists, and behavioral specialists, we continue in a tradition of innovation.

## **Scope of Work/Deliverables/Required Response Format**

The Scope of Work, required deliverable Work Product(s), and format requirements for your proposal can be found in the accompanying Attachment A to this RFP.

## **Timeline**

RFP Issue Date: 1/10/25  
Mandatory Pre-bid Meeting: 1/28/25  
Inquiry Deadline: 1/31/25  
Proposal Due Date: 2/12/25  
Award Contract: End of February  
Traffic study commences: TBD  
Traffic study complete: **December 31, 2025**

## **Vendor Information**

As part of your RFP response, please include a description and background of your company on the accompanying Attachment B – Contractor Information Statement. Provide any additional information relevant to this RFP and about your business that the Society should know to assist us in making our selection; in other words, what differentiates your business from that of other respondents?

Please provide three references as indicated in Attachment C.

## **Selection Criteria**

BZC will award the contract to the proposal, which demonstrates the best qualifications, combination of price, demonstration of understanding of the requested scope of work to be performed, organizational qualifications and relevant experience, professional certifications, and references. No single factor shall solely determine the selection.

## **BZC Reservation of Rights**

BZC reserves the right to reject any or all proposals, without explanation, to waive irregularities, and to accept a proposal, which in BZC sole judgment, is in BZC best interests.

## **MBE/WBE/DBE/8(a)**

Brookfield Zoo Chicago is committed to ensuring that certified minority-owned business enterprises (MBE's), women-owned business enterprises (WBE's), disadvantaged business enterprises (DBE's), and U.S. Small Business Administration 8(a)-certified (8(a)'s) firms are afforded opportunities to compete for and participate in the Brookfield Zoo Chicago's purchasing activities. If your company is certified as a MBE, WBE, DBE or 8(a) company, please send your current certification with your response to this RFP.

## **INDEPENDENT CONTRACTORS AGREEMENT**

The selected organization is expected to execute the BZC standard Independent Contractors Agreement to formalize our business arrangement. A copy of which is included in this RFP for your review and is referenced as Attachment D. If upon completion of your review, you take exception or have concerns about any portion of this Agreement, please note your concerns on a separate sheet in your response to this RFP. Please reference the paragraph heading and page number in the Agreement when noting your concerns. If BZC does not receive any documentation of your concerns, BZC will interpret this as your acceptance and willingness to utilize the BZC standard Independent Contractors Agreement.



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## CZS RFP – Design Engineering Services (Phase I)

### Attachment A

## Scope of Work, Deliverables, Required Response Format

### **Scope of Work**

Brookfield Zoo Chicago (BZC) is soliciting proposals from qualified and experienced firms to provide Phase I Design Engineering Services to address local traffic congestion issues and improve pedestrian and bicycle access within the regional community.

With the support of the Villages of Riverside, Brookfield, and Riverside Brookfield High School, BZC seeks to conduct a feasibility study to analyze the impact of an alternative South Entrance to the zoo directly off of 1st Avenue between 31st Street (north) and Ridgewood Road (south). The study would address the feasibility of a traffic light and/or turn lanes at this location. By moving que lines currently situated on public streets onto zoo property, as well as adding dedicated bike storage and pedestrian entrance lanes, this project has the opportunity to improve regional freight transit routes, decrease local congestion around schools, and increase guest visitation of a key cultural attraction by alternative transportation means by providing access directly off of the Des Plaines River Trail.

Phase I Engineering will be funded with Invest in Cook dollars but will follow the same process and guidelines as if Federal funds were involved. Federal funds will be pursued for Phase II, Phase III, and Construction. This project will be completed under applicable IDOT & FHWA procedures including BLR and BDE manuals.

Phase I Engineering Services shall result in Project Development Report “PDR” which includes identifying alternatives with cost/benefit comparisons and completing preliminary design of an acceptable solution.

### **Phase I**

- **Feasibility/Warrant Study** – Evaluation of the current routing system to determine if the development of a new entrance/exit is feasible. Examine and evaluate the efficacy and sufficiency of the current entry and exit points of the facility, both within the facility and those that connect the public road. For traffic volumes, a warrant considers an eight (8) hour traffic day Tuesday thru Thursday.



- **Intersection Design Study** – Analyzing movement, identifying opportunities, and creating a new design based on land use, community desires, and usage. Consideration for street widening for added turning lanes both northbound and southbound.
- **Prepare Project Development Report “PDR”** to include, but not be limited to:
  - Early coordination with IDOT, Railroad, Utility Companies for concurrence of typical section
  - Data Collection
  - Detailed topographic surveys as necessary for planning and design
  - Surveys for any right-of-way acquisition and construction easements and the preparation of plans and legal descriptions and staking as necessary
  - Location Drainage Study
  - Hydraulic Report
  - Alignment Alternative Analysis
  - Value Engineering Analysis and Report
  - Preliminary Plan and Profile Sheets
  - Preliminary Design Studies
  - Pedestrian and Bicycle Accommodations
  - Environmental Studies
  - Geotechnical Investigation and Report
  - Agency Coordination and Meetings Coordinate
  - Records of all phone, electronic, meeting correspondence from Railroad, Illinois Commerce Commission, Public Involvement, Stakeholder Involvement
  - Preliminary Cost Analysis
- **Project Management** - All project administration and management, which includes project setup, monthly preparation of progress reports and invoicing, and internal project coordination, over the course of the Phase I Study schedule.

## **Exhibits**

Exhibit A – Map Location

## **Deliverables**

- Project Kick-Off Meeting
- Review Available Data
- Assessment of Current Conditions
- Traffic Count (48-hour surveys)
- Assessment of Future Scenarios
- Develop Preliminary Recommendations
- Final Report
  - Must be in accordance with IDOT and federal requirements to receive IDOT approval.

## **Required Response Format**

The responses must include the following:

- Cover Letter on company letterhead
- Completed Attachment B, Attachment C and Attachment E
- Itemized cost proposal of full project
- Schedule of completion for key milestone tasks in a realistic manner
- IDOT prequalification documentation
- Demonstration of Understanding Scope of Work with detailed approach
- Any other relevant information your firm deems necessary for the project



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**CZS RFP - Design Engineering Services (Phase I)  
Attachment B  
CONTRACTOR INFORMATION STATEMENT**

Submitted By:

Firm: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Has your organization performed any work with the Chicago Zoological Society previously? (Please Check) Yes \_\_\_\_\_ No \_\_\_\_\_

If Yes, please list CZS Contact Person(s) \_\_\_\_\_

If "Yes", Please list Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How did you hear about this Request for Proposal? (Please Check)  
CZS Website \_\_\_\_\_ Cook County Website \_\_\_\_\_ Direct Bid \_\_\_\_\_

Type of Organization: (Please Check)

Corporation \_\_\_\_ Partnership \_\_\_\_ Individual \_\_\_\_ Other \_\_\_\_ (Please provide explanation below)

\_\_\_\_\_

Certified Minority Business Enterprise\* \_\_\_\_\_  
Certified Women Owned Business Enterprise\* \_\_\_\_\_  
Certified Disadvantaged Business Enterprise\* \_\_\_\_\_  
Certified U.S. Small Business Administration 8(a) Firm\* \_\_\_\_\_



\*Please attach a copy of current Letter of Certification to this RFP.

Years in Business: \_\_\_\_\_

Number of Employees: \_\_\_\_\_

Membership/Affiliation in Professional Organizations  
(Please List Below)

\_\_\_\_\_  
\_\_\_\_\_  
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Other:

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\_\_\_\_\_





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**CZS RFP - Design Engineering Services (Phase I)**  
**Attachment C**  
**Reference Statement**

**Reference 1:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_

**Reference 2:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_

**Reference 3:**

Company: \_\_\_\_\_  
Contact Person at Company/Title: \_\_\_\_\_  
Telephone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
\_\_\_\_\_  
Project Value:\$ \_\_\_\_\_ Project Manager: \_\_\_\_\_



**CZS RFP – Attachment D**

**INDEPENDENT CONTRACTOR AGREEMENT**

This Independent Contractor Agreement (this "Agreement"), dated [Click here to enter a date](#), is between The Chicago Zoological Society (d/b/a "Brookfield Zoo Chicago") with a mailing address of 3300 Golf Road, Brookfield, IL 60513 and [Click here to enter Name](#), [Click here to enter Address](#) (the "Contractor").

The parties agree to the following:

1.0 DUTIES

1.1 Duties of Contractor

Contractor will perform the services as reflected in Attachment A, which is herein incorporated by reference.

1.2 Time to be Devoted to Performance of Services

Unless terminated according to the terms contained herein, the term of this Agreement shall commence on [Click here to enter a Contract Starting Date](#) and shall end on [Click here to enter a Contract Ending Date](#). Contractor will complete performance of the Services on or before [Click here to enter a Completion Date](#).

1.3 General

(a) Contractor retains the sole right to control and direct the manner in which the Services are performed and to determine the employees, independent contractors, subcontractors, agents and other individuals who will perform the Services on its behalf pursuant to this Agreement ("Contractor representatives"). Notwithstanding the foregoing, Brookfield Zoo Chicago retains the right to inspect the Services, stop work, prescribe alterations, and monitor Contractor's performance to ensure that the Services are performed in accordance and consistent with this Agreement. Contractor acknowledges that Brookfield Zoo Chicago's primary business is the operation of a zoological park and that one of its primary concerns is the safety of the animals and people at the zoo, both employees and visitors; Contractor further acknowledges that Brookfield Zoo Chicago strives to maintain the good will of its patrons and the public in general and further agrees that Contractor will do nothing that will have an adverse impact on Brookfield Zoo Chicago's mission, its collection of animals, its employees, or endanger the public in any way.

(b) Contractor represents and warrants that it will perform all Services under this Agreement in accordance with standard industry practices applicable to such Services, and in accordance with all applicable Laws.

(c) Contractor hereby gives permission to Brookfield Zoo Chicago, its agents, successors, and assigns, to use Contractor's and Contractor's representatives' images (still photo, audio, and video recordings) of any performance of Services for Brookfield Zoo Chicago in conjunction with any Brookfield Zoo Chicago production, advertisement, promotion, or for other related purposes.

(d) Contractor hereby assigns all rights, title, interest, copyright, and any renewal rights to Brookfield Zoo Chicago for any work produced or created by Contractor or any Contractor representative in performance of the Services.

(e) Contractor agrees not to recruit or hire any employee of Brookfield Zoo Chicago during the period of the Agreement or within one (1) year following the effective termination date of the Agreement.

(f) The Contractor agrees to comply with all applicable federal, state, and municipal laws, rules, and regulations prohibiting workplace discrimination based on race, color, religion sex, national origin, disability, sexual orientation, or any other applicable legally protected status, as well as laws, rules, and regulations relating to individuals with disabilities for places of public accommodation. The Contractor further agrees that if any of the Contractor's employees, independent contractors, subcontractors, agents, or other individuals who will perform the Services will be directly interacting with the public, Contractor will provide training in equal employment, anti-discrimination, and accommodations for persons with disabilities to all Contractor employees, independent contractors, subcontractors, agents, and other individuals who will perform the Services.

(g) Contractor agrees not to assign to Brookfield Zoo Chicago any Contractor representative whose background information indicates he or she could reasonably pose a risk to the reputation of Brookfield Zoo Chicago or a threat to the safety of its staff, animals, or visitors. In fulfillment of this commitment, Contractor shall conduct a thorough county and national criminal background check and a check of the national sex offender registry for all addresses, states and counties within which any Contractor representative has resided during the seven years prior to such assignment and assess the results to determine whether such Contractor's representative's record would disqualify him or her from assignment to the Society under the terms of this provision based on the job to be performed.

Contractor agrees to provide proof of compliance with this provision by Contractor or any subcontractor, agent, or other individual or entity upon request of Brookfield Zoo Chicago, providing a copy of invoice(s) billed by the background check firm confirming the Contractor Representative's name and date and type(s) of background check(s) conducted. Contractor agrees to comply and to have all Contractor representatives comply with all applicable Laws regarding the collection and use of any background information. Contractor further agrees to defend, indemnify and hold harmless Brookfield Zoo Chicago from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal and other expenses incurred by Brookfield Zoo Chicago ) in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's failure to comply with its obligations under this Section 1.3(g).

(h) Brookfield Zoo Chicago is licensed for any music included in the Broadcast Music, Inc. (BMI) database of licensed music and the American Society of Composers, Authors and Publishers (ASCAP) database of licensed music. If applicable, the contractor will only play music which is included in the BMI or ASCAP database of licensed music.

## 2.0 COMPENSATION

### 2.1 Contractor Fees

In consideration of performance of the Services, Brookfield Zoo Chicago shall pay Contractor fees referenced in Attachment B.

### 2.2 Supplies and Equipment

Contractor shall provide, at Contractor's sole cost and expense, all supplies and equipment necessary to perform the Services except for:

[Click here to enter description of any supplies or equipment to be provided by the Zoo.](#)

### 2.3. Expenses

Contractor will be solely responsible for the payment of all expenses incurred by Contractor in performing the Services, unless otherwise specifically agreed to by the parties in writing.

## 3.0 INVOICE SUBMISSION

In order to receive payment pursuant to Paragraph 2.1 above, Contractor shall submit a detailed, itemized, and signed invoice on a [Click here to enter an invoice period](#) basis, as appropriate. Such invoices shall, at a minimum, list: (a) the date(s) the Services were performed, (b) time spent in completing the Services and c) a description of the specific Services performed. All invoices for payment under this Agreement must be submitted no later than fifteen (15) days following the month in which the Services billed were performed.

## 4.0 TERMINATION OF AGREEMENT

### 4.1. Automatic Termination

This Agreement and the parties' obligations hereunder shall terminate upon Contractor's satisfactory completion of the Services and receipt of payment for such Services or on the expiration date set forth in Paragraph 1.2, whichever is earlier.

### 4.2. Termination by Notice

Either Party may terminate this Agreement at any time, with or without cause, by providing the other Party with written notice of termination. For termination without cause, either Party shall deliver written notice to the other Party at least fifteen (15) days prior to the effective date of such termination and Brookfield Zoo Chicago shall pay Contractor all monies due under this Agreement for services rendered up to the date of termination. If either Party fails to perform any Services or fails to perform Services in a timely and/or satisfactory manner the other Party may terminate this Agreement effective upon written notice. In the event of a termination pursuant to this Paragraph 4.2, with or without cause, the obligations of both parties under this Agreement shall terminate (unless expressly stated otherwise); provided, Contractor shall be obligated to return to Brookfield Zoo Chicago any prepayment amounts delivered to

Contractor that are applicable to time periods after the termination date.

## 5.0. RELATIONSHIP OF PARTIES

Brookfield Zoo Chicago and Contractor agree that Contractor is retained and shall act at all times as an independent contractor and is not an employee or agent of Brookfield Zoo Chicago. Nothing in this Agreement is intended, nor shall be construed to create or constitute, an employment, agency, joint venture, partnership, or other relationship between Brookfield Zoo Chicago and Contractor or any of Contractor's agents, employees, or subcontractors. Accordingly, Contractor shall be responsible for payment of all taxes, licenses, fees, and/or any required legal reporting arising out of Contractor's activities and receipt of fees pursuant to this Agreement, including but not limited to federal and state income tax, Social Security tax, unemployment insurance taxes, workers' compensation insurance, and other taxes, business license fees, and/or reporting as required.

## 6.0 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY

### 6.1 Confidential Information

Contractor acknowledges and agrees that, during the course of performing the Services, Contractor and Contractor's employees, agents and representatives may have access to or learn confidential information concerning Brookfield Zoo Chicago which is not generally known by or available to the public and that the Zoo would suffer damages and, in some instances, irreparable harm, if such Confidential Information were subject to unauthorized use or disclosure. For purposes of the Agreement, Confidential Information includes, but is not limited to data, materials, files, correspondence, plans, designs, and ideas of Brookfield Zoo Chicago, membership and donor information, animal management information and records, scientific research, personal identifying information concerning Brookfield Zoo Chicago's personnel, information concerning Brookfield Zoo Chicago's Board of Trustees and its activities, financial records, and other information of a non-public and proprietary nature.

Contractor agrees to safeguard and maintain the confidentiality of all Confidential Information to which the Contractor or Contractor's representatives have access to or receive during or after the termination of its relationship with Brookfield Zoo Chicago and to take steps to notify Contractor's representatives of their obligations regarding confidentiality and obligations for protection of confidential data. Contractor agrees to notify Brookfield Zoo Chicago immediately in the event of any unauthorized use or disclosure of any Confidential Information. Contractor further agrees to defend, indemnify and hold harmless the Zoo from and against any costs, losses, claims, suits, proceedings, damages or liabilities to which it may be or become subject (including, without limitation, reimbursement for any legal or other expenses incurred by Brookfield Zoo Chicago in connection with the investigation and defense of any such costs, losses, claims, suits, proceedings, damages or liabilities) that arise out of or are based upon or relate to Contractor's or any Contractor's representative's negligent, intentional or unintentional use, misuse or unauthorized disclosure of any Confidential Information.

## 6.2 Intellectual Property

It is expressly understood that any intellectual property rights, information and data to which Contractor or any Contractor representative is given access, or which is made available to Contractor or any Contractor representative, or which is created as a result of Contractor's performance under this Agreement remain the sole and exclusive property of Brookfield Zoo Chicago, and, if requested by Brookfield Zoo Chicago, shall be assigned to Brookfield Zoo Chicago by Contractor. Such information may not be disclosed, used or cited by Contractor for any reason without the express written consent of the Director of the Zoo.

## 7.0 TRANSFER AND ASSIGNMENT

The parties hereto acknowledge that the rendering of the Services are not appropriate for transfer or assignment, and thus neither Party may sell, assign, transfer, or otherwise encumber its rights, duties or obligations imposed under this Agreement without the prior written consent of the other Party. Contractor may not assign or transfer its right to receive compensation due hereunder separate or apart from its obligations to complete the Services.

## 8.0 INDEMNIFICATION

8.1 Except as provided in Subsection 8.2 below, Contractor agrees to indemnify, defend and hold Brookfield Zoo Chicago and Forest Preserve District of Cook County (as owner of the improvements and land comprising the Brookfield Zoo), including their respective directors, officers, agents, employees affiliates, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement or based upon Contractor's or any of Contractor's representative's performance of the Services, including but not limited to any claims, losses, liabilities or costs whatsoever of any Contractor representative, or by any other individual based on any act by Contractor or any Contractor representative.

In any and all claims against Brookfield Zoo Chicago or Forest Preserve District of Cook County, including their respective directors, officers, agents, employees affiliates, by any Contractor representative anyone directly or indirectly employed by the Contractor or anyone for whose acts the Contractor may be liable, the indemnification obligation under this Section 8.0 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

8.2 Brookfield Zoo Chicago agrees to indemnify, defend and hold Contractor and Contractor's representatives, harmless against any claims, losses, liabilities or costs (including, without limitation, reasonable legal fees and expenses) arising out of this Agreement, based upon the Brookfield Zoo Chicago's breach or default of any of its obligations under this Agreement.

## 9.0 INSURANCE

Contractor agrees that it will not allow any Contractor representative to come onto Brookfield Zoo Chicago property in order to perform the Services without first ensuring that such person(s) is covered by the same minimum limits as outlined below. Contractor shall carry at its sole expense,

during the term of this Agreement, the minimum insurance coverage set forth below. All insurance policies shall be issued by a carrier with a current A.M. Best Company rating of at least A:VII and satisfactory to Brookfield Zoo Chicago:

Commercial General Liability

Each occurrence .....\$1,000,000  
General Aggregate (other than Products/Completed Operations) .....\$1,000,000  
Products/Completed Operations Aggregate with contractual indemnity coverage .....\$1,000,000

Worker’s Compensation as required by applicable State Law

Employer's Liability (Coverage B) in the minimum amount of \$ 1,000,000 Each Accident/  
\$1,000,000 Each Employee-Disease/ \$ 1,000,000 Policy Limit-Disease.

Automobile Liability insurance, including bodily injury and property damage coverage of at least \$1,000,000 combined single limit on vehicles owned or hired by Contractor.

All insurance policies required above shall contain a waiver of subrogation in favor of Brookfield Zoo Chicago and Forest Preserve District of Cook County, including all of the officers, directors, agents and employees of same and the insurance policies required shall name Brookfield Zoo Chicago and the Forest Preserve District of Cook County as additional insured to the full extent of the risks included within the release, defense and indemnity obligations assumed by Contractor hereunder. The additional insured status in favor of Brookfield Zoo Chicago and the Forest Preserve District of Cook County shall be effective even if the release, defense and indemnity obligations of Contractor are unenforceable.

Brookfield Zoo Chicago and the Forest Preserve District of Cook County are included as Additional Insureds as respects all policies (except Workers’ Compensation and employer’s liability), but only for liability arising out of the operations of the Contractor. This insurance is Primary and Non-Contributory over any existing insurance and limited to liability arising out of the operations of the Contractor.

The insurance policies required to be maintained by the Contractor hereunder shall include provisions to the effect that: (i) the policy shall not be subject to cancellation, material change or restriction or reduction of coverage or limits except upon not less than thirty (30) days written notice to Brookfield Zoo Chicago ; (ii) the insurer shall promptly notify Brookfield Zoo Chicago within 10 days in the event of default in payment of any premium or installment thereof, (iii) the policy shall contain a severability of interests clause in favor of Brookfield Zoo Chicago ; (iv) the insurance is primary and not excess, contributory or contingent; and (v) Contractor, and not Brookfield Zoo Chicago, shall be responsible for paying all deductibles/retentions and premiums under such insurance policies.

Contractor agrees to furnish to Brookfield Zoo Chicago, prior to the commencement of the Work, insurance certificates(s) reflecting Contractor’s compliance with the requirements of this Article.

The insurance described herein shall remain in effect for all of the respective insured’s, including additional insured’s, following any termination of this Agreement with respect to any occurrence, act or omission that occurred or may have occurred at any time prior to such termination. Any obligations of indemnification, insurance and confidentiality shall survive the termination of this Agreement.

10.0 MINORITY-OWNED, WOMEN-OWNED, AND DISADVANTAGED BUSINESS ENTERPRISES.

Brookfield Zoo Chicago takes affirmative steps to ensure that certified minority-owned business enterprises (MBEs), women-owned business enterprises (WBEs), and disadvantaged business enterprises (DBEs) are afforded opportunities to compete for and participate in providing good and services. If Contractor is an MBE, WBE, or DBE that has been properly certified by one of the agencies or programs listed below, or is employing or otherwise utilizing an MBE, WBE or DBE in performance of the Services, Contractor will provide proof of such Certification in a form satisfactory to the Society with the signed agreement:

- a. City of Chicago, National Minority Supplier Development Council Affiliates (NMSDC)
- b. Chicago Minority Business Development Council (CMBDC)
- c. State of Illinois-Department of Transportation (IDOT)
- d. Small Business Administration (SBA-8A)
- e. Illinois Unified Certification Program
- f. The Women's Business Development Center
- g. Certification by Cook County Dept. of Contract Compliance as a Minority and/or Woman-Owned Business Enterprise (MBE/WBE).

11.0 NOTICES

All notices, requests, demands and other communications hereunder (“Notice”), whether or not so stated in the provisions of this Agreement, must be in writing and addressed to the party’s duly authorized representative identified below. Notice may be sent by mail, overnight carrier (UPS, FedEx, etc.) or by e-mail.

To Contractor:

[Click here to enter Contractor Name](#)

Attn: [Click here to enter Contractor Attn:](#)

[Click here to enter Contractor Address](#)

[Click here to enter Contractor City, State, Zip](#)

To Brookfield Zoo Chicago:

Chicago Zoological Society

Attn: [Click here to enter Name of Supervisor Responsible for Contract](#)

3300 Golf Road

Brookfield, IL 60513

Any Notice required herein shall be deemed to be given or made only if sent by hand or nationally recognized courier service, with delivery evidenced by a written receipt, or by certified or registered mail, return receipt requested and postage and registry fees prepaid. A Notice sent by certified or registered mail shall be deemed to be given on the 3<sup>rd</sup> business day after mailing. All other Notices shall be deemed given when received. A Notice sent via e-mail shall include a Request for Delivery Receipt and shall be deemed to be given on the day said Receipt was received.



## 12.0 GOVERNING LAW

The provisions of this Agreement shall be construed in accordance with the law of the State of Illinois, without regard to the laws or conflict of law rules of any other jurisdiction where Contractor may reside or perform the Services or where any violation of this Agreement occurs. Any suit, action, or other legal proceeding arising out of or relating to this Agreement shall be brought exclusively in the federal or state courts located in Cook County, Illinois and Brookfield Zoo Chicago and Contractor hereunder submit to personal jurisdiction in the State of Illinois and to venue in such courts.

## 13.0 SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable. This Agreement supersedes and shall control over any other previous agreement(s) between the parties.

## 14.0 TIME OF ESSENCE

With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

## 15.0 COMPLIANCE WITH LAWS

The Contractor agrees to be bound by and, at its own cost, comply with all applicable federal, state, and local laws, ordinances and regulations (collectively, "Laws") , including, but not limited to, equal employment opportunity, minority business enterprise, women's business enterprise, and disadvantaged business enterprise laws, prevailing wage, anti-kickback and environmental laws. The Contractor agrees that it has read, is familiar with, and will comply with the Forest Preserve District of Cook County's Code of Ethical Conduct.

The Contractor's liability to Brookfield Zoo Chicago and the Forest Preserve District of Cook County under this Agreement for all loss, cost and expense attributable to any acts of commission or omission by the Contractor and Contractor's representatives, resulting from the failure to comply with the Laws, shall include but not be limited to, any fines, penalties or corrective measures.

## 16.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement, and all of which, when taken together, will be deemed to constitute one and the same agreement.

**[signatures appear on next page]**

Chicago Zoological Society\*:

Contractor: [Click to enter Contractor Name](#)

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

\_\_\_\_\_

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

\_\_\_\_\_

OFFICE USE ONLY:

Agreement prepared by:

[Click to enter Name of Person who Prepared Contract](#)

Supervisor responsible for contract:

[Click here to enter Name of Supervisor](#)

Charge # and Authorized Purchaser Initials:

[Click here to enter Charge Number](#)

**Docuware** STAMPS LAST PAGE ONLY

**DUTIES OF CONTRACTOR**

Contractor will perform the following services (the "Services"):

[Click here to insert detailed description of services to performed.](#)

**FEE SCHEDULE**

Payments will be made upon receipt of properly completed and authenticated invoices. Total compensation for full performance of the Services shall not exceed [Click here to enter total dollar amount of contract \\$.](#) regardless of the actual expenditures of time or money made by Contractor in performing the Services. If Brookfield Zoo Chicago requests additional services not contemplated or described herein, Contractor shall inform Brookfield Zoo Chicago of the cost to complete such services and receive written direction thereafter from Brookfield Zoo Chicago to complete such services in order to receive compensation therefor.

[Click here to insert detailed Contractor Fee Schedule.](#)





**CONNECT  
CARE  
CONSERVE**

**Attachment E**

**MBE/WBE Participation and Utilization Affidavit**

Project Name: \_\_\_\_\_ CZS Contract No. \_\_\_\_\_

I hereby declare and affirm that I am the (Title) \_\_\_\_\_ and duly authorized representative of (Contractor) \_\_\_\_\_ whose address is \_\_\_\_\_ in the City of \_\_\_\_\_ State of \_\_\_\_\_ and that I have reviewed the material and facts submitted regarding MBE/WBE participation for the above-referenced Contract, including the following statement of the extent to which MBE/WBE firms will participate in this Contract if awarded to this firm as the Selected Contractor for the Project.

The Selected Contractor may count toward its MBE/WBE goal, work it performs in its area of certification, if it is a certified MBE and/or WBE and/or a portion of the total dollar value of a contract with subcontractor's, suppliers of commodities and/or services directly provided for this project as approved by the Chicago Zoological Society – Brookfield Zoo and/or its designated representative.

Company name of MBE/WBE	Type of work	MBE Participation		WBE Participation	
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
		\$	%	\$	%
<b>TOTAL</b>		\$	%	\$	%

Please provide a copy of current Letter(s) of Certification.

If MBE/WBE contractor and/or subcontractor(s) will not be sub-subcontracting any of the work described herein, a zero (0) must be filled in each blank line above.

The undersigned will enter into an agreement for the above work with their subcontractors, conditioned upon its execution of a contract with the Chicago Zoological Society – Brookfield Zoo.

By: \_\_\_\_\_  
Signature of Prime Contractor, Bidder and/or Vendor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name



EXHIBIT A

