

REQUEST FOR PROPOSALS

Coffee Shop Concessionaire

Highland Park Metra Station
City of Highland Park, Illinois



Proposals are due November 14, 2022 at 12:00 p.m.

www.cityhpil.com

Questions – Contact in writing:

Erin K. Jason, Assistant City Manager

City of Highland Park

ejason@cityhpil.com



REQUEST FOR PROPOSALS

Coffee Shop Concessionaire

Highland Park Metra Station (1700 St Johns Ave)

City of Highland Park, Illinois

This Request for Proposals (RFP) has been prepared by the City of Highland Park in order to retain the services of a coffee shop concessionaire to operate the coffee shop in the Highland Park Metra Station on Metra's Union Pacific/North Line (1700 St Johns Ave.).

For the purpose of this RFP and the anticipated Concession Agreement, "City" means the City of Highland Park, and "Services" means the operation of the coffee shop in the Highland Park Metra Station on Metra's Union Pacific/North Line, as described in this RFP and Appendix B hereto.

The selected firm will be invited to enter into a concession agreement with the City, in substantially the same form attached hereto as Appendix B for the provision of Services ("Concession Agreement"). The City Council has the ultimate authority to approve any proposal and to authorize execution of the Concession Agreement.

Key Dates

Community Overview

Project Background

Project Scope

Submittal Requirements

Evaluations of Proposals

Submittal Procedures

Appendix A – RFP Required Response Details

Appendix B – Current Photos of Space

Appendix C – Concession Agreement

KEY DATES:

Release of RFP October 17, 2022

Questions Due October 24, 2022

Issuance of Response to Questions October 31, 2022

RFP Due Date November 14, 2022 at 12:00 p.m.

Selection of Firm November 18, 2022

Approval of Concession Agreement December 12, 2022

Expected Effective Date of Concession Agreement January 1, 2023

COMMUNITY OVERVIEW

Highland Park was founded in 1869 with a population of 500. Today, Highland Park is a thriving community of more than 30,177 people who enjoy nearly five miles of Lake Michigan shoreline, six golf courses, commuter train access to Chicago and Kenosha, Wisconsin, and Ravinia Festival, a world-class summer venue for the performing arts. The City is a full-service community that provides police, fire, emergency medical, public works, and water purification services for the safety and enjoyment of residents and visitors. Additionally, Highland Park offers a myriad of exciting special events, including the nationally-recognized Port Clinton Art Festival and new in 2022 “The Lot,” an ongoing series of special events in the Central Business District throughout the year.

According to the United States Census Bureau, the City has a total area of 12.4 square miles. Its geographic features include a 100 foot (30 m) high bluff running along 6 miles of Lake Michigan shoreline and deep, wooded ravines.

As of the 2020 Census and 2020 American Community Survey, there are 11,700 households in the City with an owner occupied housing rate of 83.9% and average household size of 2.5 people. Recent redevelopment has brought highly successful new multi-family projects to the central business district. These transit oriented developments bring with them an increased downtown density as well as increased Metra ridership.

Project Background

The Highland Park station serves Metra's Union Pacific/North Line. It is located at 1700 St. Johns Avenue near the Central Business District of the City. In Metra's zone-based fare schedule, Highland Park is in zone E. The station consists of two side platforms and a waiting room, with a ticket agent booth staffed on weekday mornings. Northbound trains stop on the west platform and southbound trains stop on the east platform. Trains go south to Chicago's Ogilvie Transportation Center, and as far north as Kenosha, Wisconsin. The station also connects to three (3) PACE routes.



Hours of operation for the station are as follows:

Agent Hours: 5:10 AM - 12:40 PM (M-F)

Waiting Room Hours: 4:30 AM - 8:00 PM

According to Metra representatives, prior to COVID (March 2020) there was an average of 1,100 commuters who used the Highland Park Station every weekday morning. While daily commutes to and from the station have decreased over the span of COVID, ridership is increasing regularly and ridership is expected to reach pre-pandemic levels in the coming years. The City has a progressive outlook regarding transportation and providing services to residents, commuters and travelers that use the City's transportation infrastructure.

Project Scope

The City is looking to enter into a Concession Agreement, pursuant to the terms and conditions set forth in the Concession Agreement attached hereto as Appendix C, for a selected firm to provide the Services. The Concession Agreement shall commence on January 1, 2023, for an initial period of 12 months, with a mutual option to renew the Agreement for an additional year. Among the various rights granted to the selected firm in the Concession Agreement is an exclusive right to sell coffee at the Highland Park Metra Station, as more fully set forth in Appendix C.

SUBMITTAL REQUIREMENTS

All proposals must be signed by an authorized official, and notarized. Proposals that contain omissions, erasures, alterations, conditional quotes, or that contain irregularities of any kind may be rejected.

The proposal should contain, without limitation, the following at a minimum:

- A. Information responding to each item listed in Appendix A to this RFP.
- B. Proof of insurance sufficient to satisfy the City requirements provided in the Concession Agreement.
- C. A copy of any existing Lake County Food Service Permit issued to the business.
- D. A description of all extra or special capabilities of the proposer related to the Services and Concession Agreement.
- E. A letter indicating that all information attached is true and complete and have it signed by the authorized owner, partner, officer of the corporation, or manager of the limited liability company submitting the proposal, with said signature duly notarized by a notary public.

EVALUATION OF PROPOSALS

Professional City Staff will evaluate all properly submitted proposals, and will grade and rank all proposals with respect to the Project Scope and Submittal Requirements set forth in this Request for Proposals, including without limitation, the Concession Fee, and responsiveness of the proposal.

The City will then select the top preferred firm, with whom a Concession Agreement, on a form to be provided by the City in substantially the form as Appendix C. The City Council has the ultimate authority to approve any proposal and to authorize execution of the Concession Agreement.

The City reserves the right to make clarifications, corrections, or changes in this Request for Proposals at any time prior to the deadline for the submission of proposals. All proposers or prospective proposers will be informed of said clarifications, corrections, or changes.

SUBMITTAL PROCEDURES

A. Questions and Clarifications

All questions regarding this Request for Proposals should be directed **in writing** to:

Erin K. Jason, Assistant City Manager
City of Highland Park 1707 St. Johns Avenue, Highland Park, Illinois 60035
Tel.: 847-926-1004; Email: ejason@cityhpil.com

Questions will be accepted until 5:00 p.m. CDT on October 24, 2022. All questions and responses will be compiled and posted on the City's website posting of this RFP in one general response memorandum by October 31, 2022. In order to enable the City to equitably respond to proposer questions, the City requests that prospective proposers submit their questions to the City via e-mail at ejason@cityhpil.com.

B. RFP Submittals

Please deliver one digital copy of the proposal via email to ejason@cityhpil.com. Proposals must be received no later than 12:00 p.m. CDT, November 14, 2022 ("Deadline"). Proposals will not be opened publically. Proposals submitted after the Deadline will not be opened. No oral, telephone, or facsimile proposals will be considered.

C. Standard Terms and Conditions

Proposals submitted are offers only, and the decision to accept or reject is a function of quality, reliability, capability, reputation, and expertise of the firms submitting proposals. Issuance of this RFP does not obligate the City to pay any costs incurred by a respondent in its submission of a proposal or making any necessary studies or designs for the preparation of that proposal, or for procuring or contracting for the services to be furnished under this RFP.

A proposer may withdraw its proposal, either personally or by written request, at any time prior to the Deadline for submittals. No proposal shall be withdrawn for 60 days after the date set for opening proposals. Proposals shall be subject to acceptance during this period.

The City reserves the right to accept the proposal that is, in its judgment, the best and most favorable to the interests of the City and to the public; to reject the proposal with the highest Concession Fee; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and informalities in any proposal submitted or in the RFP process; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of

any future or similar defect or informality. Firms should not rely upon, or anticipate, such waivers in submitting their proposal.

APPENDIX A – RFP REQUIRED RESPONSE DETAILS

Please answer the following (use separate sheet when necessary):

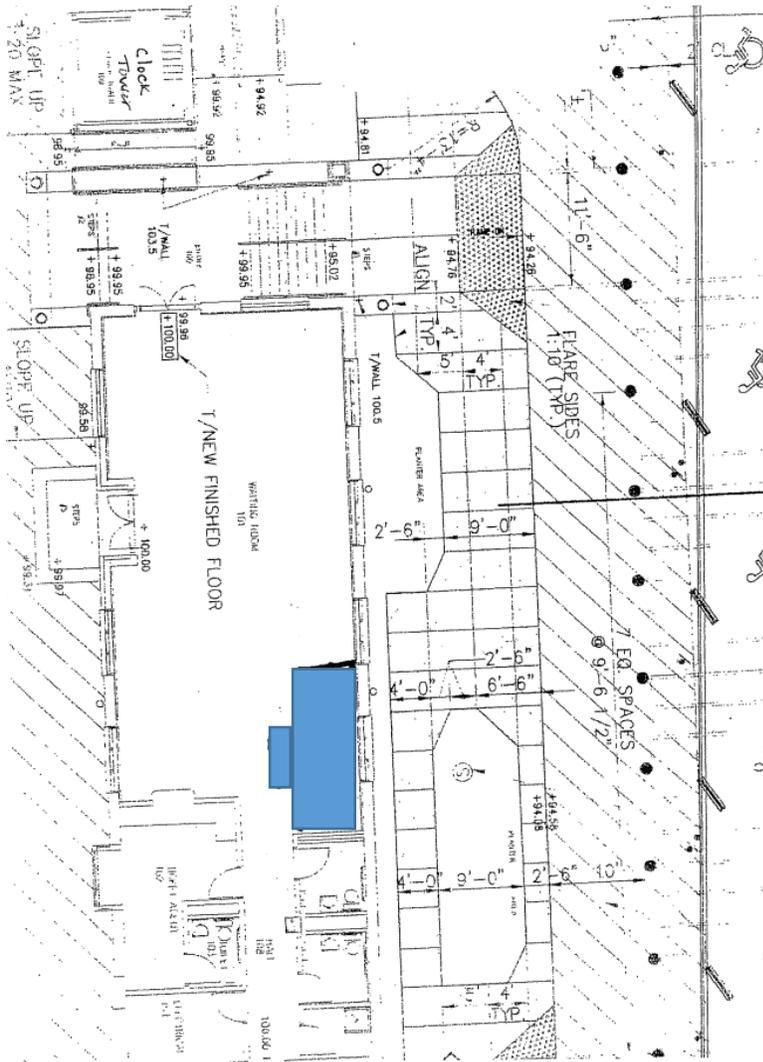
1. Company Name.
2. Identification of all owners and officers of proposer.
3. Current Business Address.
4. Business Telephone.
5. Best time to be reached at above number.
6. Years in business at above address.
7. If Incorporated or a limited liability company, state date of incorporation and State of incorporation.
8. List names and addresses of all officers of the corporation, partners in the partnership or managers and members in the limited liability company.
9. Please confirm that if awarded the Concession Agreement, the proposer can begin operations on January 1, 2023.
10. Indicate the experience of the owners and officers of the proposer in operating a similar operation. Identify businesses or operations for which a coffee shop or similar service is currently being provided or has been provided within the last three years. For each such business or operation, include address, contact person, number of employees, phone number, and period of service.
11. Provide names of three business references with addresses, phone numbers and relationships:
 - i.
 - ii.
 - iii.
12. Please indicate the monthly Concession Fee proposed, as defined in Section 3 of to the Concession Agreement.

13. Indicate intended hours of operation. Minimum hours are 30 minutes prior to the departure of first train until the scheduled departure of the 9:35 am train Monday through Friday. In the event of departure delays, the vendor must stay until at least 10:00 am.

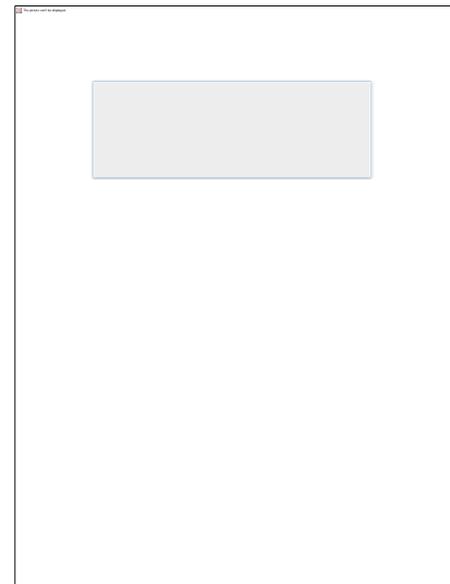
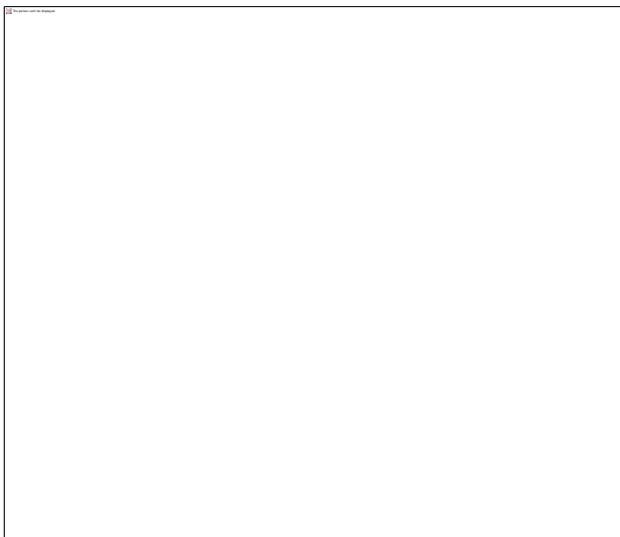
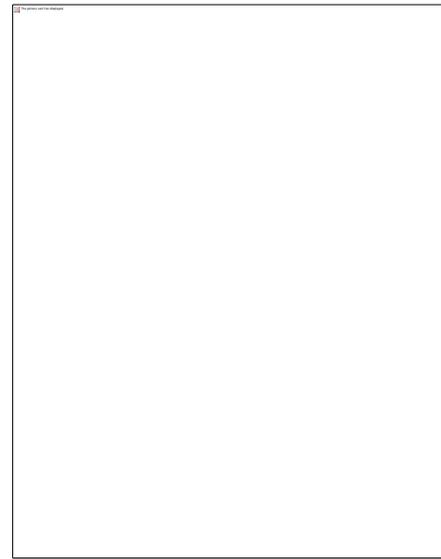
14. Please provide a minimum list of items that shall be sold, including, but not limited to, hot and cold nonalcoholic beverages and pre-packaged food items. Please list all other products and/or services intended to be provided. Please note that preference may be given to vendors who are able to provide food items provided by other businesses located in the area.

15. Detail all improvements, if any, which the licensee intends to make to the licensed premises. Note that any improvements must be approved in advance by the City's Building Department and must adhere to the City Code. Any structural changes must also be approved by METRA.

APPENDIX B – SITE DETAILS



The existing concession space is located in the northwest corner of the waiting room (as indicated in blue) inside in the Metra Station. Any operational equipment will be the responsibility of the leasee. Any and all space updates will require review and approval by the appropriate City staff and any necessary permits from the City and Lake County Health Department.



Existing Site Parameters/Conditions Continued

Room: 114" (12ft) x 70" (5.8ft)

L-shaped Interior Bar/Table Top: 24" (2ft) x 116.75" (9.73ft) x 70" (5.8ft)

Window Ledge outside coffee shop (indoor station / doesn't currently open):

- Ledge: 73" (6.08ft) x 4"
- Window: 73" (6.08ft) x 32" (2.33 ft)

Window inside shop: 80" (6.66ft) x 88" (7.33ft)

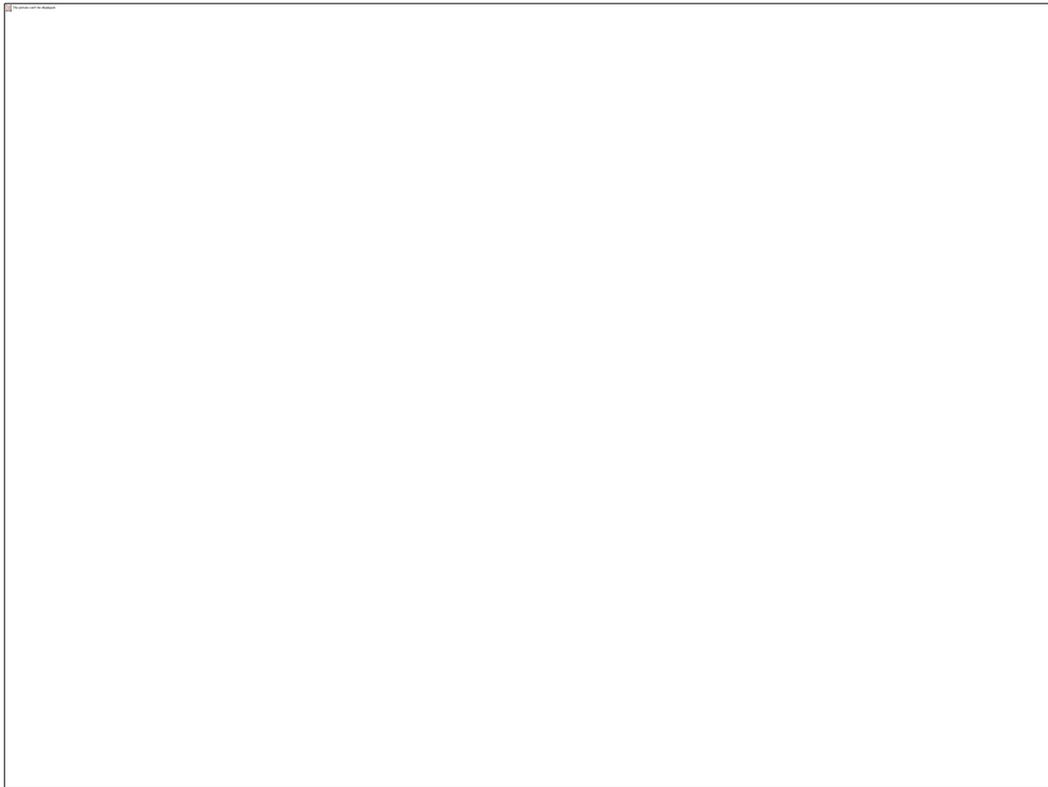
1 soap dispenser installed on the wall.

1 canister light in the shop.

4 electrical outlets under L-shaped table with 4 plugs each.

Blinds on the window.

No air conditioning.



(Pictured equipment is not in place at location – all equipment must be procured by the Concessionaire)

APPENDIX C – CONCESSION AGREEMENT

Concession Agreement

This Agreement, entered into this _____ of _____, 2023, by and between the CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation (hereinafter referred to as "City"), and _____ (hereinafter referred to as "Concessionaire"). WITNESSETH: WHEREAS, the City is the lessee of the premises commonly known as the Downtown Train Station, located at 1700 St. Johns Avenue (hereinafter referred to as "Station"); and WHEREAS, the City has set aside a portion of the Station (hereinafter referred to as "Concession Area") for the sale to commuters of coffee, muffins, sweet rolls, light lunches, newspapers, and other similar items (hereinafter referred to as "Concession Food"); and WHEREAS, the Concessionaire is desirous of leasing said Concession Area to operate a food concession (hereinafter referred to as "Food Concession") at the Station; NOW, THEREFORE, in consideration of the promises, covenants, terms, and conditions herein contained, the parties mutually agree as follows: 1. Demised Premises. The Concession Area is that location shown upon Exhibit A attached to this Agreement and by this reference made part of this Agreement, which consists of an area, approximately 7' x 16' in size, which shall be capable of being secured during the hours when the Food Concession is not in operation. The Concession Area shall also include that portion of the interior of the clock tower, as shown on Exhibit A for storage purposes. 2. Term of Agreement. The term of this Agreement shall be for the period of January 1, 2023 through December 31, 2023. Upon the mutual agreement of the City and the Concessionaire, the term of this Agreement may be renewed for one additional term of 12 months, beginning on January 1, 2024 and terminating on December 31, 2024. To be effective, such mutual agreement must be in writing and executed by each party prior to November 30, 2023. 3. Concession Fee. The Concessionaire shall pay a monthly amount of \$_____ to the City ("Concession Fee") for the first lease year, which shall end on December 31, 2023. For each lease year thereafter, the Concession Fee shall be equal to the prior year's Concession Fee adjusted by the CPI Index as hereinafter defined. The "CPI Index" shall mean the Consumer Price Index for All Urban Consumers, U.S. City Average, Subgroup "All Items" (1982-84=100) published by the Department of Labor, Bureau of Labor Statistics. If the Concession Fee as adjusted by the CPI Index results in a Concession Fee that is not a whole dollar amount, the Concession Fee shall be rounded up to the next whole dollar amount. 4. Manner of Payment. The Concession Fee shall be paid at the office of the City's Finance Director in the following manner: 9 a. The Concession Fee shall be payable in advance on the first day of each and every month; b. Failure to pay the Concession Fee when due shall constitute a breach of this Agreement and shall be grounds for termination of this Agreement by the City. 5. Scope of Concession. The Concessionaire shall provide Concession Food to the public without discrimination as to race, color or creed. Sales shall be limited to food items, and restricted to soft drinks, juices, coffee, tea, shaved ice, candies, light lunches, sandwiches, popcorn, peanuts, ice cream products, and such similar items, with the exception that, in addition to the food and drink items listed above, the Concessionaire may sell newspapers, and other items listed below: Additional products and/or services not listed above may be provided or sold by the Concessionaire only upon the prior written approval of the City. a. The prices charged by the Concessionaire for services, food, and drinks shall be reasonable and shall not be in excess of prices prevailing elsewhere for the same kind of quality of service. b. At no time shall Concessionaire sell or give away any alcoholic beverages, or allow any alcoholic beverages to be consumed on the premises. c. The Concessionaire must operate the concession pursuant to this Agreement beginning 30 minutes prior to the departure of the first train until the departure of the train scheduled to depart at 9:35 a.m., Monday through Friday, but not including the following holidays: January 1, Martin Luther King, Jr. Day, Memorial Day, July 4, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day ("Minimum Operating Hours"). In the event that the

departure of the 9:35 a.m. train is delayed, the Concessionaire shall operate the concession until at least 10:00 a.m. The Concessionaire must also operate the concession on the following days and hours beyond the Minimum Operating Hours: d. The Concessionaire shall not allow any person to live or sleep on the premises, nor shall the Concessionaire permit disorderly persons to remain upon or loiter within the Concession Area. e. The Concessionaire shall not use or permit the Concession Area to be used for any purpose other than the Food Concession as set forth herein, or for any unlawful, immoral, or indecent activity. The Concessionaire shall confine his activities to the Concession Area. 10 f. The Concessionaire covenants and agrees not to maintain any nuisance in the Concession Area which shall be in any manner injurious to or endanger the health, safety and comfort of the persons in the vicinity of the Concession Area. g. The Concessionaire covenants and agrees to keep the Concession Area in a clean, safe, and sanitary condition in accordance with all applicable ordinances, codes, laws, statutes, rules and regulations of the City, the State of Illinois, County of Lake and the United States of America, and all regulatory agencies thereof. 6. Grant of Limited-Exclusion License. Subject to the terms and conditions of this Agreement, the City hereby agrees not to enter into any agreements to allow any party other than the Concessionaire to sell coffee at the Station during the term of this Agreement. 7. Alteration, Repairs, and/or Improvements. The Concessionaire shall not make any alterations, repairs, or improvements to the Concession Area or Station without first obtaining the prior written consent of the City. Requests to make any alterations, repairs, or improvements shall be in writing. a. Any such permitted alterations, repairs, or improvements, including, without limitation, all improvements made pursuant to Paragraph 7.c of this Agreement, shall be made at the expense of the Concessionaire and, shall become the property of the City. b. The Concessionaire shall not post any signs without obtaining the prior written consent of the City. c. Specifically, and without limitation of the foregoing provisions of this Paragraph 7, the Concessionaire shall, at its expense, make the following improvements to the Concession Area, which improvements shall be constructed in accordance with design plans and specifications approved in advance by the City Superintendent of Facilities and Grounds, and shall be completed no later than the dates specified below: Improvement Date 8. Equipment. The Concessionaire shall furnish and install at its own expense any equipment, materials, furniture, supplies, or other items necessary for the proper operation of the concession. The Concessionaire's equipment shall be placed and installed only upon the written approval of the City. Specifically, and without limitation of the foregoing, the Concessionaire shall install and maintain, at its expense, state-of-the-art coffee brewing equipment in the Concession Area. 9. Maintenance of the Concession Area. The Concessionaire shall be responsible for the reasonable and proper care of the Concession Area. The Concessionaire shall repair, or cause to be 11 repaired, any damage to the property caused by the Concessionaire or its employees, agents, guests, or patrons. The Concessionaire shall keep and maintain the Concession Area in a clean and sanitary condition and shall provide adequate garbage and refuse containers which shall conform in appearance with the existing containers in the Station. In the event that the Concessionaire observes maintenance issues in the area of the Station located outside of the Concession Area, the Concessionaire shall contact the City's Superintendent of Facilities at (847) 343-2241. 10. Custodial Care. The Concessionaire shall be solely responsible for custodial care and daily clean up of the Concession Area and the immediate vicinity thereof, including outside the Station and inside the Station attributable to the Concessionaire's operations. 11. Environmental. a. The Concessionaire shall, at its sole cost and expense, comply with all Environmental Laws pertaining to its operations, equipment, and personal property located at the Station. For purposes of this Agreement, "Environmental Law" shall mean: i. Any applicable federal, state or local statute, law, ordinance, rule, regulation, code, license, permit, authorization, approval, consent, order, judgment, decree, injunction, directive, requirement by, of, or agreement with any unit or agency of government, existing as of the Effective Date of this Agreement and as amended thereafter, relating to: A. The protection, preservation or restoration of the environment (including, without limitation, air, water, vapor, surface water, ground

water, drinking water supply, surface land, subsurface land, plant and animal life, or any other natural resource), or to human health and safety; or B. The exposure to, or the use, storage, recycling, treatment, generation, transportation, processing, handling, labeling, production, release or disposal of, Hazardous Substances. ii. "Environmental Law" also includes, without limitation, any common law or equitable doctrine (including, without limitation, injunctive relief and tort doctrines such as negligence, nuisance, trespass and strict liability) that may impose liability or obligations for injuries or damages related or incidental to, or threatened as a result of, the presence of or exposure to any Hazardous Substance (as that term is defined in Section 24.b of this Agreement) and the following statutes and implementing regulations: A. the Clean Air Act, as amended (42 U.S.C. § 7401 et seq.); B. the Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.); 12 C. the Resource Conservation and Recovery Act, as amended (42 U.S.C. § 6901 et seq.); D. the Comprehensive Environmental Response, Compensation and Liability Act, as amended (42 U.S.C. § 9601 et seq.); E. the Toxic Substances Control Act, as amended (15 U.S.C. § 2601 et seq.); and F. the Occupational Safety and Health Act, as amended (29 U.S.C. § 651 et seq.). b. The Concessionaire shall not cause or permit any Hazardous Substance to be brought, kept, stored or used in or about the Station in violation of any Environmental Law. For purposes of this Agreement, "Hazardous Substance" means any substance, whether liquid, solid or gas, that is listed, defined, designated or classified as toxic, hazardous, radioactive or dangerous under any Environmental Law, whether by type or by quantity. Hazardous Substance includes, without limitation, any explosive or radioactive material, asbestos, asbestos containing material, urea formaldehyde foam insulation, polychlorinated biphenyls, special waste or petroleum products or any derivative or by-product thereof, methane, toxic waste, pollutant, contaminant, hazardous waste, toxic or hazardous substances or related materials, as defined in any applicable Environmental Law. c. If the Concessionaire causes or permits any Hazardous Substance to be brought, kept, stored or used in or about the Station in violation of any Environmental Law and such violation results in the contamination of the Station, the Concessionaire shall indemnify and save harmless the City, and its boards, committees, commissions, officers, agents and employees, against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Concessionaire's acts or omissions in connection with such Hazardous Substance whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Concessionaire, except to the extent caused by the sole negligence of the City. d. The Concessionaire represents, covenants and warrants that the Concessionaire's operations in, on or under the Station shall be in compliance with all applicable Environmental Laws. 12. Liens. The Concessionaire shall not allow the Concession Area or the Station at any time during the term of this Agreement to become subject to any lien due to any work by the Concessionaire or due to any circumstance within the Concessionaire's control. All contracts and agreements by the Concessionaire for any work by the Concessionaire shall include provisions specifically prohibiting the creation or imposition of a lien on the Concession Area or the Station. The Concessionaire shall provide the City Manager with an advance copy of any contract or agreement prior to execution so that the City Manager can confirm that the contract or agreement complies with this Section 12 and all other provisions of this Agreement. The Concessionaire shall, and does hereby, indemnify and hold the City harmless against any and all liens imposed upon the Concession Area or the Station in violation of this Agreement. 13. Disclaimer. The Concessionaire expressly acknowledges that the City has not made any representations or warranties, express or implied, as to the adequacy, fitness or condition of the Concession Area for the purposes set forth herein, or for any other purpose or use, express or implied, by the Concessionaire. ALL IMPLIED WARRANTIES OF QUALITY, FITNESS, MERCHANTABILITY AND HABITABILITY ARE HEREBY EXCLUDED. The Concessionaire accepts use of the Concession Area and the improvements thereon, "AS-IS" and "WITH ALL FAULTS". The Concessionaire acknowledges that it has inspected the Concession Area and has satisfied itself as to the adequacy,

fitness and condition thereof. 14. Security. The Concessionaire assumes and exercises full responsibility for the security of the Concession Area. The Concessionaire shall provide security for the Concession Area in the manner and to the extent it deems necessary, at its expense, provided that access by the City and Metra is assured and not unreasonably restricted in a manner that conflicts with the City or Metra's operation of the Station. The Concessionaire shall timely communicate to the City any and all proposed security measures and obtain the City's approval prior to the beginning of the term of this Agreement. The City shall not be liable for unauthorized use of the Concession Area. 15. Utilities, Taxes, and Other Charges. The Concessionaire shall contract for and pay for any taxes or other charges incurred or assessed against the operation of the Food Concession herein granted; provided, however, that the City shall provide electricity and water without charge to the Concessionaire for the sole purpose of operating said Food Concession. 16. Compliance with Law. a. The Concessionaire shall observe and comply with all laws, statutes, ordinances, rules and regulations of the United States government, the State of Illinois, the County of Lake, and the City, or any department or agency of the foregoing. b. The City shall have the right to make inspections at any reasonable time to ensure compliance with this Agreement. 17. Destruction of Premises. If during the term of this Agreement the Concession Area is destroyed or damaged by acts of God, war or other catastrophe, so that the same is unfit for occupancy or use, the rentals shall abate until such time that said Concession Area shall have been duly repaired. In the event such repairs have not been made and the Concession Area restored for use by the Concessionaire, the Concessionaire, at his option, may terminate this Agreement or continue thereunder pursuant to the terms and conditions hereof. A prorated portion of any rental prepaid prior to such destruction or damage as is contemplated by this paragraph, shall be refunded for the period Concessionaire was not allowed the use of the Concession Area. 18. Subletting and Assignments. The Concessionaire shall not sublet the whole or any part of the Concession Area, nor assign, hypothecate, or mortgage this Agreement, or any or all of its rights hereunder without prior written consent of the City. 19. Indemnity. The Concessionaire shall so conduct his activities upon the premises so as not to endanger any person or lawfully thereon; and shall indemnify, save and hold harmless the City and all of its officers, agents, employees, and attorneys from any and all claims for losses, injuries, damages, and liabilities to persons or property occasioned wholly or in part by the acts or omissions of the Concessionaire and the Concessionaire's agents, officers, employees, guests, patrons, or any person 14 or persons admitted to the Concession Area while said premises are used by and under the control of the Concessionaire. 20. Limitation on City's Damages. In no event shall the City be liable to the Concessionaire for any consequential, incidental, special, and/or indirect damages or losses (in contract, tort and/or otherwise), including but not limited to any lost revenues in connection with this Agreement and/or any breach and/or default by the City hereunder. 21. Insurance. a. During the term of the Agreement, the Concessionaire shall purchase and maintain the following insurance, having at least the minimum amount of coverage shown: i. General liability insurance in an amount not less than \$1,000,000 per injury and \$1,000,000 per occurrence; ii. Property damage insurance in an amount not less than \$1,000,000; and iii. Fire insurance in an amount equal to the replacement value of the Concession Area and the improvements thereon, as approved in writing by the City. b. All insurance required herein shall be secured from an insurance company or companies which shall have been approved by the Director of Finance and the Corporation Counsel of the City, and shall name the City as an additional insured therein. All insurance premiums shall be the obligation of, and shall be paid by, the Concessionaire. All insurance policies and evidence of the initial payments made thereunder shall be delivered to the Director of Finance at the signing of this Agreement, and shall be held by the City for the term of the Agreement. During the term of this Agreement, the Concessionaire shall also deposit with the City all evidence of additional premium payments made under said policies. Each insurance policy shall contain a clause whereby the insurance company shall agree to give written notice to the Director of Finance 30 days prior to any cancellation or alteration of said policy. 22. Breach of Contract.

a. Should the City become dissatisfied with the operation of the Concession, the City shall provide written notice to the Concessionaire detailing specific concerns. The Concessionaire shall address these concerns to the City's satisfaction within 15 days of receipt of such written notice. b. In the event of any breach of any of the terms or provisions of this Agreement, the City shall have, in addition to any other recourse, the right to terminate this Agreement, to enter and obtain possession of the Concession Area, to remove and exclude any and all persons from the Concession Area, and to remove and exclude all property of the Concessionaire therefrom, all without service of notice or resort to legal process and without any legal liability on its part. 23. Surrender of Premises upon Termination. Upon the termination of this Agreement, the Concessionaire shall peaceably surrender and deliver up to the City possession of the Concession Area, 15 including all improvements or additions thereto, in good order and condition, reasonable wear and tear excepted. 24. Notice. All notices that are required hereunder, or which either the City or Concessionaire may desire to serve upon the other party, shall be in writing, and shall be deemed served when delivered personally, or when deposited in the United States certified mail, postage prepaid, return receipt required, addressed as follows: If to the City: City Manager City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035 With a copy to the City Clerk; and If to the Concessionaire: _____

25. Certifications.

The Concessionaire certifies hereby that it is not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Municipal Code and that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4). 26. Amendment. No amendment or modification to this Agreement shall be effective unless and until the amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed. 27. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties to this Agreement and their agents, successors, and assigns. 28. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City or the Concessionaire. 29. Relationship Between the Parties. It is understood, acknowledged and agreed by the Parties that the relationship of the Concessionaire to the City arising out of this Agreement shall be that of an independent contractor and shall not be construed as partners or joint venturers. Neither the Concessionaire nor any employee or agent thereof is an employee or agent of the City for any purpose whatsoever. 30. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated. 31. Governing Laws. This Agreement shall be governed by, construed and enforced in accordance with the internal laws, but not the conflicts of laws rules, of the State of Illinois. 32. Entire Agreement. This Agreement constitutes the entire agreement between the parties to this Agreement and supersedes all prior agreements and negotiations between the parties, whether written or oral relating to the subject matter of this Agreement. 33. Waiver. The City shall not be under any obligation to exercise any of the rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. The failure of the City to exercise at any time any such rights shall not be deemed or construed as a waiver of right, nor shall the failure void or affect the City's right to enforce such rights or any other rights. 34. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgment, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgment, or similar indication of assent shall be in writing. 35. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this

Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement. 36. Exhibits. Exhibit A is attached to this Agreement, and by this reference incorporated in and made part of, this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control. 37. Conflicts of Interest. Concessionaire represents and certifies that, to the best of its knowledge, (a) no elected or appointed City official, employee or agent has a personal financial interest in the business of the Concessionaire or in this Agreement, or has personally received payment or other consideration for this Agreement; (b) as of the date of this Agreement, neither Concessionaire nor any person employed or associated with Concessionaire has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (c) neither Concessionaire nor any person employed by or associated with Concessionaire shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement. [SIGNATURE PAGE FOLLOWS] 17 IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto on the date first above written. CITY OF HIGHLAND PARK, an Illinois home rule municipal corporation