



Skyway Concession Company
205 North Michigan Avenue, Suite 2510
Chicago, Illinois 60601
312-552-7100

REQUEST FOR PROPOSALS

TO: Proposal Manager

FROM: Rob Ladson
Infrastructure Manager

DATE: May 15, 2019

SUBJECT: **Professional Construction Engineering Services for Bridge Projects**

Invitation for Bids (IFB)
 Request for Proposals (RFP)

Overview:

The Skyway Concession Company, the privately owned company that operates the Chicago Skyway (“SSC”, or “Skyway”), is requesting proposals from responsible Engineering Firms (“Firm”, or “Consultant”) for construction inspection services (“Service”, or “Proposal”). A brief description of the work (“Work”, or “Project”) is set forth below, with detailed requirements in subsequent sections:

The SCC has recently issued an RFP for the SCC-2019-02 Roadway Construction Works. The work is planned for 2019 and consists of the following Roadway Construction Projects on the Chicago Skyway:

1. 2019 Pavement Resurfacing Project
2. 87th Street Exit Ramp Reconstruction Project
3. Deck Patching Project

The Skyway Concession Company is seeking a consultant to provide a fee based proposal for construction inspection services for each of the projects. The consultant's service will be wide and varied and may include, but is not limited to, providing staff, vehicles, and appropriate test equipment (if necessary) to perform the duties required to fulfill the engineering requirements in accordance with CDOT/IDOT Policies.

1.0 INSTRUCTIONS:

1.1 SUBMIT PROPOSALS TO: Skyway Concession Company LLC Attn: Rob Ladson Email: rladson@chicagoskyway.org	LABEL BID/PROPOSAL CONTAINER: Project ID: Project Title: <i>2019 Construction Inspection Services</i>
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1.2 DUE DATE & TIME FOR PROPOSAL SUBMISSION:
Date: May 29, 2019
Time: Noon (local time)

1.3 SUBMITTALS: Submit all proposals electronically.

1.4 OFFER FIRM TIME: 30 Days from Opening

1.5 SECURITY: Offer \$ N/A Performance \$ N/A

1.6 PRE-PROPOSAL MEETING: Mandatory Attendance: <i>No meeting is scheduled.</i>	<table border="0"> <tr> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;"><u> X </u></td> <td style="text-align: center;">No</td> </tr> <tr> <td style="text-align: center;"><u> </u></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;"><u> X </u></td> <td style="text-align: center;">No</td> </tr> </table>	<u> </u>	Yes	<u> X </u>	No	<u> </u>	Yes	<u> X </u>	No
<u> </u>	Yes	<u> X </u>	No						
<u> </u>	Yes	<u> X </u>	No						

While no group site visit is planned, interested consultants must visit the site prior to submitting a bid. (Bids must clearly state that the consultant has visited the site and thoroughly understands the site conditions.)

1.7 PROJECT CONTACT:
 Skyway Concession Company, LLC
Attn: Rob Ladson
Title: Infrastructure Manager
Email: rladson@chicagoskyway.org
Phone: (574) 344-9675

1.8 CRITERIA FOR EVALUATION AND AWARD

The SCC will evaluate how well each proposal / bid meets the requirements in terms of “responsiveness” to the specifications. Consideration will be given based upon the best price, best product, and best service.

2.0 SPECIFIC TERMS AND CONDITIONS

The specifications for this proposal consist of minimum quality and appropriate physical and performance characteristics. Proposal which do not meet the minimum specifications may be considered non-responsive.

2.1 IDOT and CDOT PRE-QUALIFICATIONS

Provide a list of relevant IDOT and / or CDOT prequalifications.

2.2 RESERVATION

The Skyway Concession Company reserves the right to terminate this procurement at any stage if a Skyway Representative determines it to be in the best interest of the SCC. In no event will the SCC shall be liable to incur in any cost or damages incurred by Consultant or other interested parties in connection with the procurement process, including but not limited to any and all costs of preparing the RFP and participation in any conferences, oral presentation or negotiations

2.3 PAYMENT OF TOLLS

The Firm shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by Skyway Concession Company to any consultant and/or subconsultants performing work in the Skyway, including any tolls in adjacent tollways in connection with the work. This includes any pre-bidding site visits that any consultant wishes to perform.

2.4 COMPLIANCE WITH APPLICABLE LAW

The Firm must warrant that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations – including, but not limited to, best industry practices.

2.5 WAGE RATES

The Firm will be required to pay the prevailing wage rate to all or any of their employees (including subcontractors) covered by the Prevailing Wage Act, as ascertained by the City of Chicago, Illinois Department of Labor, and/or its successors.

Current Prevailing Rates are referenced, but not limited to, the following website:
<https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>

2.6 SUBCONTRACTING/JOINT VENTURES Allowed Not Allowed

The Skyway Concession Company intends to contract with one entity per contract and that one entity shall be contractually responsible for overall performance. Assignments for subcontracting

are allowable, but information or assignees and subcontractors will be required prior to finalization of a contract. For any joint venture to be acceptable, one vendor must take full contractual responsibility for the obligation.

Upon award, the selected firm shall complete and return to the SCC a fully executed form for each subcontractor, for approval.

2.7 **EQUAL OPPORTUNITY AND M./W.B.E. PROGRAM**

Skyway Concession Company is committed to providing fair and representative opportunities for minorities, women and M./W.B.E.s in all contracts related to the Skyway. Neither Skyway Concession Company nor its Firms shall discriminate on the basis of race, color, religion, sex or national origin in the award and performance of contracts related to the Skyway. Furthermore, affirmative action will be taken, consistent with sound procurement policies and applicable Law, to ensure that M./W.B.E.s are afforded a fair and representative opportunity to participate in Skyway Concession Company's contracts related to the Skyway, in accordance with Section 2-92-420 et seq., of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses.

The required dollar value of M./W.B.E. participation in contracts related to the Skyway shall be:

1. M.B.E.s at least 25% of annual dollar value of all contracts
2. W.B.E.s at least 5% of annual dollar value of all contracts

The above listed M/WBE participation is a requirement – not a goal. **To determine progress towards meeting the contracting goal, the Skyway needs to distinguish work being done by City of Chicago certified M./W.B.E. businesses. Please describe the means in which you will comply with this requirement within your proposal.**

2.8 **WORK LIMITS**

The Firm shall perform work within the Chicago Skyway right-of-way limits. The project may require restriction or closures on local roadways or railroad right-of-way to complete the work. The Firm is responsible for coordinating with all local government agencies, railroads, utilities, land owners, etc. needed to perform the work – including obtaining permits, access, permission etc.

With exception of maintenance of traffic control at local roadways, the firm shall keep vehicles, materials, and staging to within property maintained by the Chicago Skyway Concession Company LLC (SCC) or else obtain authorization from the property owner.

2.9 APPLICATION FOR PAYMENT

- a. The firm shall submit to the SCC a monthly invoice for the work performed within the pay period. The invoice should be received by the SCC no later than the 20th of each month to ensure timely processing.
 - b. Invoices must contain the following:
 - i. Project Title
 - ii. The firm name and address
 - iii. Invoice number
 - iv. Invoice beginning and ending date
 - v. Date of submission
 - c. Invoice must be itemized as follows:
 - i. Items description
 - ii. Quantity
 - iii. Unit of Measure
 - iv. Unit Cost
 - v. Quantity for current invoice
 - vi. Total cost of item to date
 - d. All invoices should contain W/MBE Amounts and Percentages.
 - e. Upon request, the firm must support the quantities with data substantiating their correctness.
 - f. The SCC processes invoices once a month. Failure to submit an invoice in a timely fashion will delay payment.
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2.10 PERMITS AND OTHER RELATED DOCUMENTS

Unless stated otherwise in the contract documents, the Firm shall obtain, at no cost to the SCC, all permits, right-of-access, easements, etc. to perform the work. (i.e utilities, railroad, local, state, and / or federal) Copies of all of these documents shall be provided to the SCC within sixty (60) days of receipt. The Firm shall notify the SCC immediately if permit applications are denied and provide all correspondence with railroad, utilities, local, state, and / or federal agencies.

2.11 SALES TAX

The SCC has a long-term lease agreement with The City, pursuant to which, The City maintains ownership of the Chicago Skyway. Therefore, the following purchases made by the Firm (and/or its subconsultants), as an agent of SCC in connection with work done on the Chicago Skyway, are exempt from paying Illinois state and local sales and use taxes (including the Retailers' Occupation Tax, Use Tax, Service Occupation Tax, and Service Occupation Use Tax), and The City's sales and use taxes: **(1) purchases of materials to be incorporated into real property owned by the City (e.g., the Chicago Skyway) and (2) purchases of personal property otherwise required to be transferred to the City.**

Any other purchases, services, rentals, etc., are subject to sales tax. The Firm shall be responsible for paying all sales tax on all goods and services liable for sales tax. The sales tax shall be included in the unit prices of the various pay items. No separate item will be provided.

2.12 **INSURANCE**

The firm shall submit a bid to include the insurance coverage shown in the sample contract.

2.13 **SAMPLE CONTRACT**

A sample contract has been included with the RFP (See **Exhibit A**). The provisions stated in this RFP shall become a part of the contract provisions.

2.14 **PROJECT RFP, DRAWINGS AND SPECIFICATIONS**

The RFP for the construction works and all relevant drawings, specifications are posted on the SCC website at <https://www.chicagoskyway.org/construction-updates/#rfp>

3.0 **SCOPE OF SERVICES**

The following is a general Scope of Services. Section 3.1 provides a detailed Scope of Work, with an estimated amount of hours based in the preliminary schedule stated in Section 3.2.

3.1 **CONSTRUCTION ENGINEERING SERVICES**

Consultant shall provide limited periodic construction engineering services, such as observation of the work, consultation, and related communications before, during, and after the construction period. The overall goal is to ensure the work is being performed in a manner indicating that, when completed, it will be in accordance with the plans and specifications.

Consultant shall provide staff, vehicles, and appropriate testing equipment to perform supervision, coordination, inspection, documentation, and any other duties required to fulfill the engineering requirements in accordance with CDOT/IDOT Standards, Specifications, and Policies. Quality Assurance (QA) oversight and Contractor's Quality Control (QC) by the same Consultant or one of their subconsultants on the same project or on material coming in from the same plant are prohibited. At the negotiation, the prime Consultant and the subconsultant(s) will disclose all previous involvement with the projects as well as current relationships with contractors.

Provide a time & materials with a not-to-exceed fee (include all related expenses) for construction inspection services. Provide an itemized, hourly breakdown and itemized expenses used to determine the not-to-exceed total.

While specific inspection services will be wide and varied, many of the following services will be performed in conjunction with site visits carried out at a frequency as required by contractor

progress. Services must include any and all site visits that the Consultant deems necessary – including any sites visits needed to collect field data and / or confirm existing drawings.

Consultant responsibilities include, but not limited to:

- Review project documents (rfp, drawings, specifications, etc.) for technical conformance and appearance.
- Inspect the Work performed by the Contractor for compliance with the Project Documents.
- **Document on-site observations and the status of the work.** Maintain electronic construction period records including contract quantities, design changes, and project diary. Consultant shall be available during certain nights, at the request of the SCC, when the project requires so. For budgeting purposes, assume weekly record-log updates for the duration of contract.
- Update and Issue project logs.
- Make such entries in the Daily Log and Diary as required by the terms of the Project Documents and standard industry practice.
- Monitor/Update Material Certifications.
- Inspect Incorporated Materials for compliance with the requirements of the Project Documents.
- Update and Issue Material Test Reports Log to SCC. Coordinate and Monitor Material Testing Firms to achieve timely and accurate reporting of such tests.
- Perform shop drawing/submittal reviews for completeness, accuracy and compliance with the requirements of the Project Documents.
- Participate and lead in periodic construction and coordination meetings with the Contractor and, if necessary, the SCC. For budgeting purposes, assume bi-weekly meetings for the duration of contract.
- Evaluate quantities submitted with contractor's invoices and review invoice amounts.
- Assist SCC with negotiation and process of required change orders, construction change directives, and minor changes in the work; including claims and disputes, should any arise.
- Review Monthly Pay Estimates for accuracy and completeness, and process such Estimates upon completion of such review.
- Review Contractor's closeout paperwork including project record documents (e.g. as-built drawings, RFIs, payment applications, and warranties, among others). Engineering tasks will be limited to assembling documents prepared by the Contractor. Documents shall be provided to the SCC on a CD. Generation of as-built drawings by Firm is not included in this scope of work.
- Review and Log Certified Payrolls.
- Review issued "Requests for Information" ("RFIs") to the Architect/Engineer promptly upon receipt from the Contractor.
- Review and coordinate any Quality Control and Quality Assurance Tests applicable to each project per project documents and CDOT/IDOT standards.
- Endeavor, within the constraints of the scope of work, to guard the SCC against defects and deficiencies in the work.
- Prepare and Issue Preliminary Punch Lists for each stage and a final Punch List, and make sure that the contractor completes items/deficiencies stated in such lists. Oversee All Punch List Work.

- Review all As-Builts for compliance with the Project Documents.
- Prepare Final Project Report verifying the Work has been completed and is in conformance with the Project Documents.
- Compile and submit such Final Documentation as may be required by the Project Documents.
- Pursue and Complete Final Close-Out in a timely and comprehensive manner.

3.2 **SUMMARY OF PROJECTS**

Below is a summary of the bridge projects for 2019. Consultant shall oversee the construction of these projects, as described in Section 3.1 of this RFP. The Skyway reserves the right to add, eliminate, and modify the projects, and scope of work described in this section.

A more detailed schedule of each project will be provided to the awarded consultant once each contract is signed by both the SCC and the selected contractors.

1. **Pavement Resurfacing Project: Pavement resurfacing and placement of pavement markings, and raised pavement markers along the Skyway mainline.**
2. **87th Street Exit Ramp Reconstruction Project: Removal and reconstruction of the 87th Street Exit Ramp.**
3. **Deck Patching Project: Work includes completing various Partial-Depth repairs on a variety of structures.**

The RFP for the construction works and all relevant drawings, specifications are posted on the SCC website at

<https://www.chicagoskyway.org/construction-updates/#rfp> .

4.0 **PROPOSAL FORMAT AND CONTENT**

All proposals must be prepared in a comprehensive manner as to content, but there is no need for expensive binders, color displays, or other promotional materials that are not germane to the proposal.

- ◆ Submit proposals electronically.
- ◆ Provide a single proposal for Construction Inspection Services that include a separate section for each of the following projects that are part of the **SCC-2019-02 Roadway Construction Works**:
 1. 2019 Pavement Resurfacing Project
 2. 87th Street Exit Ramp Reconstruction Project
 3. Deck Patching Project
- ◆ Submit a maximum of 10 pages for the Proposal. (Cover letter and MBE / WBE do not count toward the page limit.) Include the following:

Cover Letter: A statement - signed by an authorized representative of the firm - committing to provide the services within the proposed scope and fee. Also, provide the contact person and contact information.

Executive Summary: A brief narrative delineating the general understanding of the scope and expected duties and the approach/methodology proposed by the Consultant. Include information detailing relevant past projects of comparable size, scope and magnitude where the proposed approach/methodology were successfully implemented by the Consultant.

Scope of Services: For each project, identify and define a detailed Scope of Services the Consultant intends to provide, include the approach taken, and include the time & materials fee - with a not-to-exceed price - itemized for each of the projects. Provide an itemized, hourly breakdown and itemized expenses used to determine the not-to-exceed total.

Key Personnel & Organizational Chart: Identify the project manager and key personnel committed to provide the Services, identify their role and areas of responsibility/activities. Provide an organizational chart of team firms that will be performing on this Project. Include involvement by MBE and WBE firms. Include resumes and qualifications of key personnel that consultant proposes for performance of the services. (Resume and qualifications are not part of the maximum pages.)

Commitment to meet MBE and WBE goals: Provide a plan delineating the various anticipated categories and/or disciplines of work/services to be provided by MBE and WBE firms. Provide the names and qualifications for the prospective MBE and WBE firms used to fulfill the minimum participation goals for each project. Respondents are required to provide a written statement of their commitment to meet the 25% MBE and 5% WBE goals and submit a MBE and WBE compliance plan.

- ◆ Experience of firm on projects with similar magnitude and complexity, including experience with transportation systems and related issues, and familiarity with the operations of the Skyway.
- ◆ Documentation certifying the areas the firm is pre-qualified by IDOT. (IDOT certifications do not count toward the page limit.)
- ◆ Written narrative of the skills, experience, and **cost containment strategy** to be employed by the consultant in order to achieve the goals of Skyway Concession Company.
 - ◆ **The cost containment strategy shall explain the firm's approach in the case that, under extenuating circumstances, the contractor's schedule is modified during the extent of the contract; including, but not limited to, overnight work, weekend/holiday work, and contract extension(s).**
- ◆ The review of the Statement of Proposal and the final selection of the firm will solely reside with the SCC. Any questions regarding the project should be submitted in writing. The SCC will document any questions and provide a written response to all consultants invited to submit a Statement of Proposals.
- ◆ The project will be solely funded by the SCC. No state or federal funds will be involved.

EXHIBIT A:

SCC Consultant Sample Contract

**CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION COMPANY LLC**

This contract is effective as of May ____, 2019, by and between *Skyway Concession Company, LLC* (“SCC”) and _____ (“Consultant”) (collectively, the “Parties”).

WHEREAS, SCC desires to enter into a contract for certain professional engineering services detailed in this contract, including its exhibits and referenced documents¹ (the “Contract”), and any Modifications² issued after execution of this Contract (the “Contract Documents”), and

WHEREAS, Consultant represents that it has the professional and technical expertise and experience to perform the desired professional engineering services.

NOW, THEREFORE, the Parties agree as follows.

Article 1 - The Work of this Contract

1.1 The scope of work provided in **Exhibit A** and other particulars set forth in the Contract and Contract Documents, whether completed or partially completed, including all labor, materials, equipment and services provided or to be provided by Consultant to fulfill. Consultant’s obligations under the Contract (the “Work”) may constitute the whole or a part of any or all of the projects listed in **Exhibit A** (“Project(s)”).

Article 2 – Date of Commencement and Date of Completion

2.1 The Date of Commencement of Work shall be the date of Consultant’s receipt of a Notice to Proceed issued by SCC.

2.2 Time is of the essence for this Contract. By executing the Contract, the Consultant confirms that the Work can and will be completed no later than **sixty days** after the underlying SCC Projects listed in Exhibit A are materially complete, such that Consultant’s Work can reasonably be completed. This completion date definition shall not be modified unless Consultant receives written approval from SCC.

Article 3 – Contract Sum

3.1 The Work will be done on the basis of specific rates set forth in **Exhibit B**, up to a not-to exceed amount of: **XXXXXXXXX inclusive of all reimbursable expenses** (the “Contract Sum”). The Contract Sum shall not be subject to change or escalation, except as expressly provided for in this Contract.

¹ RFP – SCC 2019 Construction Inspection Services

² A “Modification” is (1) a written amendment to the Contract signed by both parties, or (2) a Change Order.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

Article 4 – Payments

4.1 Payments made to the Consultant with respect to the Work shall be based upon the deliverables of the Work actually performed in accordance with the Contract Documents and shall be satisfactory to SCC. Payments will be made within 45 days of receipt of the invoice by SCC. In the event there are any disputes regarding invoice amounts, only the undisputed amount will be paid by SCC.

4.2 The Consultant warrants that title to all Work covered by an Application for Payment will pass to SCC no later than the time of payment. The Consultant further warrants that upon submittal of an Application for Payment, all Work for which Certificates for payment have been previously issued and payments received from SCC shall, to the best of the Consultant's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to SCC's interests.

4.3 The Consultant shall promptly pay each subconsultant, upon receipt of payment from SCC, out of the amount paid to the Consultant on account of such subconsultant's portion of the work, the amount to which said subconsultant is entitled. SCC shall not have an obligation to pay or see to the payment of money to a subconsultant except as may otherwise be required by law.

4.4 With respect to each contract year, upon receipt of written notice that the work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, SCC will promptly make such inspection. When SCC finds the Work acceptable under the Contract Documents and the Contract fully performed, SCC will promptly issue a final Certificate for Payment stating that to the best of SCC's knowledge, information and belief, that the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Consultant and noted in the final Certificate is due and payable. SCC's final Certificate for Payment will constitute a further representation that the Consultant is entitled to Final Payment.

Article 5 – General Provisions

5.1 The intent of the Contract Documents is to include all information necessary for the proper execution and completion of the Work by the Consultant. What is required by one Contract Document shall be as binding as if required by all. The Contract and Contract Documents, represent the entire integrated agreement between SCC and Consultant, superseding prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than SCC and Consultant.

5.2 Execution of the Contract by the Consultant is a representation that the Consultant has: 1) visited the physical Work/Project sites, 2) received all information necessary to competently and effectively perform the Work, and 3) understands the job conditions under which the Work is to be performed.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

5.3 During the period of this Contract and for one year after termination of this Contract, the Consultant shall not engage, on any basis, any SCC personnel who are in the employ of SCC at any time during the term of this Contract.

5.4 Consultant agrees that it shall not subcontract, assign or transfer any of the services to be provided pursuant to this Contract without the written consent of SCC. The consent to subcontract, assign or otherwise transfer any portion of the services to be furnished by Consultant shall not be construed to relieve Consultant of any responsibility for the fulfillment of this Contract. As of the effective date of this Contract, SCC has approved _____. (MBE), _____ (MBE) and _____. (WBE) as subconsultants. The scope of work for which each subconsultant has been authorized is described in the Proposal. Approval of subconsultants may be revoked by SCC at any time, for any reason.

Article 6 – Warranties

6.1 Consultant warrants to SCC that: (i) Consultant shall exercise reasonable professional care in performing the Work in accordance with the Contract and Contract Documents, in conformance with all generally accepted industry standards; (ii) the Work shall be performed in compliance with all applicable laws, rules and regulations of applicable Governmental Authorities as reasonably construed in accordance with reasonable professional care, (iii) the Work performed by Consultant shall not infringe any Intellectual Property.

6.2 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, SCC shall have the right to annul this Contract without liability or, in its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

Article 7 – Ownerships of Documents

7.1 Contingent upon payment of fees and reimbursable expenses due and owing Consultant in accordance with Section 4.1 of this Agreement, all documents and electronic files, including survey data, tracings, drawings, drawing files, reports, estimates, specifications, field notes, etc. (the “Work Documents”), completed or partially completed by the Consultant under the terms of this Contract shall become and remain the property of SCC upon demand or completion or termination of this Contract. Any use of the Work Documents by SCC, its assigns, or any person, firm or corporation acting on behalf of SCC, shall be without additional compensation to the Consultant. Work Documents prepared by the Consultant as part of its specific scope of work under this Contract may be transmitted to other persons, firms or corporations acting on behalf of SCC without Consultant’s approval.

7.2 SCC agrees that the Consultant shall have no liability for any claims, demands, injury, loss or damage arising out of, or relating to, the use by SCC, its assigns or any person, firm or corporation acting on behalf of SCC, of documents, or copies of documents, for any work or project not included within the scope of work of this Contract. All of the Consultant’s pre-existing

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

or proprietary computer programs or software developed by Consultant outside of and unrelated to this Contract shall remain the exclusive property of the Consultant, except to the extent that such programs or software may be necessary to read or access Work Documents, in which case the Consultant agrees to grant SCC a license to use the programs or software for the limited purpose of reading, printing, copying, or editing said Work Documents. In that situation, such license shall be granted without additional compensation to the Consultant.

7.3 CADD Files. Complete MicroStation and GEOPAK project files are required at the time of final plan submittal. All files necessary to recreate the design contract plans in their entirety shall be included in the submittal. GEOPAK files shall include all files generated by GEOPAK Road and GEOPAK Survey. MicroStation TM by Bentley Systems, Incorporated is SCC's standard software for Computer Aided Drafting and Design (CADD). It is required that all CADD files related to this Contract and the Contract Documents be in MicroStation TM format and must function in the MicroStation TM environment without need for post processing or adjustments. Any supporting resource files or libraries shall be noted and provided with the submission of CADD files. Consultant must refer to the IDOT Internet web site (<http://www.dot.state.il.us>) and the PROFESSIONAL TRANSPORTATION BULLETIN for the current software and file versions to use for documents. The use of GEOPAK Road and GEOPAK Survey will be required for any project requiring horizontal and vertical control, and designated projects requiring land acquisition.

Article 8 – Access to Records

8.1 The Consultant and its subconsultants shall maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and shall make such materials available at their respective offices at all reasonable times during the period of this Contract and for three years from the date of final payment under the terms of this Contract, for inspection or audit by SCC, or its authorized representative, and copies thereof shall be furnished if requested.

8.2 The Consultant agrees that, upon request by any agency participating in federally assisted programs with whom the Consultant has contracted or seeks to contract, SCC may release or make available to the agency any working papers from audits performed by SCC of the Consultant and its subconsultants in connection with this Contract, including any books, documents, papers, accounting records and other documentation that support or form the basis for the audit conclusions and judgments.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

Article 9 – Responsibility of the Consultant

9.1 The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications and other services furnished by the Consultant under this Contract. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services if the errors or deficiencies resulted, independently of all other causes, from negligence of the Consultant. The Consultant shall not be responsible for errors, omissions or deficiencies in the design, drawings, specifications, reports or other services of other consultants, including without limitation, surveyors and geotechnical engineers, who have been retained by SCC. The Consultant shall have no liability for errors or deficiencies in its designs, drawings, specifications and other services that were caused, or contributed to, by errors or deficiencies (unless such error, omissions or deficiencies were known or should have been known by the Consultant) in the designs, drawings, specifications and other services furnished by other consultants retained by SCC. Neither SCC's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Consultant shall be and remain liable to SCC in accordance with applicable law for all damages to SCC caused by the Consultant's negligent performance of any of the services furnished under this Contract.

9.2 Except to the extent expressly assigned to Consultant under the terms of this Contract, Consultant shall have no responsibility for supervising, directing or controlling the work of other consultants retained by SCC, nor shall Consultant have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction (except those required by the Contract plans, specifications, special provisions, etc. prepared by Consultant) selected by SCC. Consultant shall have no responsibility for the safety of persons on or off the job site whether or not engaged in the Work, for safety precautions and programs not related to the work of Consultant.

9.3 Consultant shall have an affirmative duty to advise SCC of any suspected, known, or obvious errors, omissions or deficiencies in the designs, drawings, specifications, reports or other services of SCC or consultants retained by SCC.

9.4 Consultant shall produce the most cost effective approach for SCC to perform the Work.

9.5 Consultant shall employ only well qualified persons duly licensed or registered in the appropriate category for all elements of the Work for which Illinois Statutes require license or registration, subject to SCC approval. Consultant's Key Personnel, identified by name in the Proposal, shall be considered essential to the Work being performed. If, for any reason, substitution of Key Personnel becomes necessary, Consultant shall provide advance written notification of the requested substitution to SCC. Such written notification shall include the proposed successor's name and resume of their qualifications. SCC shall have the right to approve or reject the proposed successor. Consultant shall report within 15 working days any Key Personnel who are no longer available to perform the Work. Consultant shall provide the successor's name and resume expeditiously, but within 30 days of the required written notification. Consultant's failure to comply with this section may result in termination of this Contract and/or loss of prequalification.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

9.6 All nonhazardous samples and by-products from sampling processes in connection with the Work shall be disposed of by Consultant in accordance with applicable law; provided, however, that any and all such materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment and all hazardous wastes, radioactive wastes, or hazardous substances (“Hazardous Substances”) used or created as a necessary consequence of the Work, shall be packaged in accordance with the applicable law by Consultant and turned over to SCC for appropriate disposal. Consultant shall not arrange or otherwise dispose of Hazardous Substances under this Contract. Consultant, at SCC’s request, may assist SCC in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but Consultant shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. SCC shall sign all necessary manifests for the disposal of Hazardous Substances. If SCC requires: (1) Consultant’s agent or employees to sign such manifests; or (2) Consultant to hire, for SCC, a Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, Consultant shall be considered to act as SCC’s agent so that Consultant will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances, and SCC shall indemnify Consultant against any claim or loss resulting therefrom.

9.7 Consultant must provide a QA/QC Plan to the SCC and must adhere to this QA/QC Plan. Failure to follow the QA/QC Plan could result in termination, changes to the prequalification status and the loss of all or part of the compensation associated with procedures provided in the QA/QC Plan. Consultant will be required to confirm in writing that there was compliance with the approved plan or document the circumstances for any non-compliance and proposal for modification of the QA/QC Plan for SCC approval. Any QA/QC Plan modifications must be authorized by SCC in writing. The statement of compliance must be sent to SCC at each milestone submittal (preliminary plans, draft reports, soil report, drainage study, etc.) This statement of compliance can be in a form of an additional statement in the transmittal letter when submitting the preliminary plans or draft report to the SCC. However, the final statement of compliance shall be on the form prescribed by the SCC.

Article 10 – Change in Work

10.1 In the event SCC requires a material change in scope, character or complexity of Work after the Work has progressed as directed by SCC, adjustments in compensation to Consultant and in time for performance of the work as modified shall be determined by SCC, subject to Consultant’s approval. Consultant shall not commence the additional work or the change of the scope of work until a supplemental Contract is executed and Consultant is authorized in writing by SCC to proceed with such work.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

Article 11 – Delays

11.1 Consultant agrees that no charges or claims for damages shall be made by it for any minor delays from any cause whatsoever during the progress of any portion of the services specified in this Contract. Such delays, if any, shall be compensated for by an extension of time for such period as may be determined by SCC subject to Consultant's approval, it being understood, however, that the permitting of Consultant to proceed to complete any services, or part of them after the date to which the time of completion may have been extended, shall in no way operate as a waiver on the part of SCC of any of its rights herein.

Article 12 – Termination

12.1 SCC may terminate this Contract at any time by giving written notice to Consultant if Consultant fails to carry out any provision of this Contract, or abandons or fails to timely perform any of its duties under this Contract, and fails to remedy that failure within 7 days after receiving notice requiring Consultant to do so.

12.2 If the Contract is terminated under Article 12.1:

- (a) SCC is relieved from future performance with respect to the Contract without prejudice to any rights that exists at the date of termination;
- (b) Any claim of Consultant shall be settled on the basis of the reasonable costs it has incurred in the performance of the Contract prior to the date of such termination;
- (c) SCC retains the rights that SCC had against Consultant in respect of any breach, in addition to any other rights, powers or remedies provided by law; and
- (d) Consultant shall indemnify SCC in respect of any loss SCC may incur in acquiring similar services from alternative consultants, but only to the extent such loss is caused by Consultant's negligence or willful misconduct.

12.3 SCC may at any time for its convenience terminate this Contract, in whole or in part, upon seven (7) days of written notice, email, or verbal notice confirmed in writing. If this contract is terminated for SCC's convenience, any claim of Consultant shall be settled on the basis of the reasonable costs it has incurred in the performance of this Contract prior to the date of such termination, excluding any additional costs incurred during the 7-day period of notice.

12.4 In case of termination for any reason provided above, Consultant shall deliver to SCC all Work Documents, including electronic files, data, reports, drawings, specifications and estimates completed or partially completed.

Article 13 – Deduction or Set-Off

13.1 All claims for money due or to become due Consultant from SCC shall be subject to deduction or set off by SCC by reason of any claim arising out of this or any other transaction with Consultant for which Consultant has been adjudged to be liable to SCC.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

13.2 Failure to meet the MBE/WBE participation goals set forth in Section 20.2 may result in a deduction of up to 30% of the Contract Sum in penalties, at SCC's sole discretion.

Article 14 – Confidentiality

14.1 All information furnished by SCC to Consultant is confidential and Consultant shall not disclose any such information to any other person, or use such information for any purpose other than performing this Contract, unless Consultant obtains written permission from SCC to do so. This paragraph shall apply, without limitation, to specifications, drawings or other Work Documents prepared by Consultant for SCC in connection with this Contract. Consultant shall not advertise or publish the fact that SCC has contracted with Consultant, nor shall any information relating to the Contract be disclosed without SCC's written permission.

14.2 Article 14.1 shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the Consultant from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the Consultant to defend itself from any suit or claim.

Article 15 – Assignment & Subcontracting and Binding Effect

15.1 Consultant shall not assign or subcontract any part of the Contract without the written approval of SCC. In the event that SCC approves of an assignment or subcontract, Consultant agrees to bind its successors, executors, subconsultants, administrators and assigns to all covenants of this Contract.

15.2 This Contract shall be binding upon and inure to the benefit of SCC and Consultant and their respective successors and authorized assigns. Consultant specifically agrees that SCC may assign all of its rights, title and interest in, to and under this Contract to the City of Chicago for the observation and performance by SCC of its covenants and obligations under the Chicago Skyway Concession and Lease Contract dated October 27, 2004 ("Skyway Concession and Lease Agreement") by and between SCC and the City of Chicago, as amended from time to time. Further, Consultant also agrees that SCC may assign as security to a Leasehold Mortgagee (as defined in the Skyway Concession and Lease Agreement). These permitted assignments shall include this Contract, the Contract Documents, Work Documents, and any and all present and future specifications, plans, software (including source code), drawings, information and documentation in relation to Skyway Operations (as defined in the Skyway Concession and Lease Agreement) arising out of or relating to this Contract.

Article 16 – Negation of Employment & Agency

16.1 This contract does not create a relationship of employment, agency or partnership between the Consultant and SCC. In the event that Consultant's obligations hereunder require or contemplate performance of services by Consultant's employees, or persons under contract to Consultant, to be done on SCC's property, Consultant agrees that all such services shall be done as an independent consultant and that the persons doing such work shall not be considered employees of SCC. Consultant shall indemnify, hold harmless and defend SCC from any and all

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

claims or liabilities arising out of such work that were caused by Consultant, its subconsultants, employees, agents and anyone acting on its behalf.

Article 17 – Insurance

17.1 The Consultant shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Work is located insurance for protection from claims under workers' compensation acts and other employee benefit acts which are applicable, claims for damages because of bodily injury, including death, and claims for damages, other than to the Work itself, to property which may arise out of or result from the Consultant's operations under the Contract, whether such operations be by the Consultant or by a subconsultant or anyone directly or indirectly employed by any of them. This insurance shall be written for not less than the limits of liability specified in Article 17.2, the Contract Documents, or required by law, whichever coverage is greater, and shall include contractual liability insurance applicable to the Consultant's obligations. Certificates of Insurance acceptable to SCC shall be filed with SCC prior to commencement of the Work. Each policy shall contain a provision that the policy will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to SCC.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

17.2 The following are the Minimum Amounts of Consultant’s Insurance:

TYPE OF INSURANCE	LIMITS OF LIABILITY
General Liability	Bodily Injury and Property Damage: \$2,000,000 per occurrence Includes, but is not limited to: premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (if available) and contractual liability.
Excess Liability (Umbrella)	Bodily Injury and Property Damage: \$5,000,000 per occurrence \$5,000,000 aggregate Includes, but is not limited to: premises and operations, products/completed operations, explosion, collapse, underground, separation of insureds, defense, terrorism (if available) and contractual liability.
Automobile Liability (owned, non-owned, hired)	Bodily Injury and Property Damage: \$2,000,000 per occurrence
Workers’ Compensation	Statutory Limit
Employer’s Liability	\$1,000,000 per employee/accident
Professional Liability	\$5,000,000 – covering acts, errors or omissions. When policy is renewed or replaced, the policy retroactive date shall coincide with, or precede, the start of Work. A claims-made policy which is not renewed or replaced shall have an extended reporting period of 2 years.
Pollution Liability (Coverage must include pollution liability if environmental site assessments will be done.)	\$6,500,000 per occurrence. Includes, but is not limited to, environmental cleanup, remediation, and disposal. When policy is renewed or replaced, the policy retroactive date shall coincide with, or precede, the start of Work. A claims-made policy which is not renewed or replaced shall have an extended reporting period of 2 years.
Railroad Protective Liability (when applicable) – in the name of the applicable railroad or transit entity.	Bodily Injury and Property Damage: \$2,500,000 per occurrence \$7,500,000 aggregate

17.3 With the exception of Professional Liability, the insurance required above shall be endorsed to name as additional insureds Skyway Concession Company LLC and the City of Chicago (collectively, the “Additional Insureds”). Wherever used, the term “Additional Insureds” shall be deemed to include the officers, employees and representative of all of the Additional Insureds. All issuing underwriters shall have rating of A:VII or better in the latest edition of Best’s Key Rating Guide or comparable ratings reasonably acceptable to SCC.

17.4 Certificates of Insurance and all applicable endorsements for the above-described insurance shall be furnished to SCC before the commencement of any Work. All insurance policies required hereunder shall be endorsed to provide that (i) the insurance carrier will give written notice to SCC at least thirty (30) days prior to any material change in or cancellation or

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

non-renewal of the policies, and (ii) the named insured shall not cancel the insurance or amend the policy to reduce the coverage required. All insurance shall be endorsed as primary and not contributory with respect to other insurance. All liability insurance policies shall be endorsed to include contractual liability, with the exception of Professional Liability.

Article 18 – Indemnity

18.1 Consultant agrees to indemnify SCC, its directors, officers, parent companies, subsidiaries, shareholders, employees and affiliates, the City of Chicago from any and all liability, claims, actions, suits, causes of action, or other proceedings arising out of or directly resulting from performance of the Work, including claims relating to Consultant’s employees, subconsultants, affiliates, or subcontractor-employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by Consultant, its representatives, employees, subcontractors or suppliers, and whether or not SCC in any way contributed to the alleged wrongdoing or is liable due to a nondelegable duty. It is the intent of the parties that Contractor shall indemnify SCC under this indemnification clause and the insurance clause to the fullest extent permitted by law.

18.2 To the fullest extent permitted by law, Consultant shall defend SCC, its directors, officers, parent companies, subsidiaries, shareholders, employees and affiliates, the City of Chicago, and shall pay, as incurred, all damages, costs, fees and expenses (including reasonable attorneys’ fees) arising out of or relating to any claim, action, suit, or other proceeding directly arising out of or directly resulting from performance of the Work: (a) relating to a breach by Consultant of any of its obligations, representations, warranties, agreements, or covenants under this Agreement; (b) arising out of or relating to the performance of the Work, including, without limitation, any negligent or willful act, or negligent or willful failure to act (resulting in death, bodily injury, or loss or damage to property) by Consultant, its employees, or subcontractors; or (c) relating to any violation of any Federal, State or local laws, ordinances or regulations applicable to the Work or this Contract.

18.3 Consultant’s indemnity obligation shall not be limited by any Worker’s Compensation statute, disability benefit or other employee benefit or similar law or by any other insurance maintained by Consultant. Consultant hereby waives, and shall cause Consultant’s subconsultants and suppliers of any tier to waive, any rights any of them may have to limit the amount which may be recoverable against them by the Indemnified Parties and to designate SCC as an explicit third-party beneficiary in each sub-subcontract (of any tier) entered into in furtherance of this Agreement.

Article 19 – Governing Law & Forum

19.1 Except as otherwise provided herein, this Contract and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Illinois, including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to that jurisdiction’s choice of law principles. The jurisdiction

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

and venue of any legal proceedings for the resolution of disputes arising under or in connection with this Contract shall be in the federal or state courts sitting in Cook County, Illinois.

19.2 The parties shall endeavor to resolve their disputes by mediation in accordance with the rules of the American Arbitration Association, unless the parties mutually agree otherwise. Requests for mediation shall be filed in writing with the other party to this Contract and with the American Arbitration Association. Mediation shall proceed in advance of legal, but not equitable, proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or by court order.

Article 20 – Compliance with laws

20.1 In fulfilling this Agreement, Consultant must at all times exercise its professional skill and care consistent with the generally accepted standard of care to observe and comply, and must cause its subconsultants to observe and comply with all applicable Federal, State and local laws, ordinances, codes, rules, statutes, regulations, and executive orders, now existing or hereinafter in effect, which may in any manner affect the performance of the Contract, including compliance with all applicable provisions of the Skyway Concession and Lease Agreement. Provision(s) required by law ordinance, codes, rules, statutes, regulations, or executive orders to be inserted in this Contract is deemed inserted, whether or not they appear in this Agreement, or upon application by either party, this Contract will forthwith be physically amended to physically make such insertion; however, in no event does the failure to insert such provision(s) prevent the enforcement of such provision(s) of this Contract. In performing the Work, Consultant must follow the most stringent of the applicable agency and code requirements. Consultant is fully responsible for ascertaining and complying with all agency and code requirements applicable to the Work.

20.2 M/WBE Participation. It is the policy of SCC that local businesses certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in accordance with Section 2-92-420 et seq., of the Municipal Code of Chicago and Regulations Governing Certification of Minority and Women-owned Businesses, and all other Regulations promulgated under the aforementioned sections of the Municipal Code shall have the maximum opportunity to participate fully in the performance of this agreement. Therefore, Consultant shall not discriminate against any person or business on the basis of race, color, national origin, or sex, and shall take affirmative action to ensure that women and minority businesses shall have the maximum opportunity to compete for and perform subcontracts for supplies or services.

Consultant agrees to comply with SCC’s policy and meet or exceed a participation goal of 25% of the Contract value for MBEs and 5% of the Contract value for WBEs.

20.3 Non-Discrimination. It is an unlawful employment practice for Consultant to fail to hire, to refuse to hire, to discharge, or to discriminate against any individual with respect to compensation, or the terms, conditions, or privileges of employment, because of such individual’s race, color, religion, gender, age, disability, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise, adversely affect such individual’s status as an employee, because of such individual’s race, color, religion, gender, age, disability, or national origin.

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

Consultant must comply with The Civil Rights Act of 1964, 42, U.S.C. Sec. 2000 et seq., (1981), as amended. Consultant shall further comply with Executive Order No. 11,246, 30 Fed. Reg. 12,319 (1965), reprinted in 42 U.S.C. 2000(e) note, as amended by Executive Order No. 11,375 32 Fed. Reg. 14,303 (1967) and by Executive Order No. 12,086, 43 Fed. Reg. 46,501 (1978); the Age Discrimination Act, 43 U.S.C. Sec. 6101-6106 (1981); the Rehabilitation Act of 1973, 29 U.S.C. Sec. 793-794 (1981); the Americans with Disabilities Act, P.L. 101-336; 41 C.F.R. part 60 et seq., (1990); Air Carriers Access Act, 49 U.S.C.A. 1374; and, FAA Circular No. 150/5100 15A.

Consultant must comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., (1990), as amended and the rules and regulations of the Illinois Department of Human Rights; the Discrimination in Public Contracts Act, 775 ILCS 10/0.01 et seq., (1990), as amended; and the Environmental Barriers Act, 410 ILCS 251 (et seq.).

Consultant must comply with the Chicago Human Rights Ordinance, Chapter 2-160, Section 2-160-010 et seq., of the Municipal Code of Chicago (1990), as amended. Further, Consultant must furnish such reports and information as requested by the Chicago Commission of Human Relations.

Consultant agrees that all of the above provisions will be incorporated in all agreements entered into with any suppliers of materials, providers of services, subconsultants 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 Contract.

20.4 Conflict of Interest. No member of the governing body of SCC or the City of Chicago or other units of government and no other officer, employee, or agent of SCC or the City of Chicago or other unit of government who exercises any functions or responsibilities in connection with the Work to which this Contract pertains, will have any personal interest, direct, or indirect, in this Contract. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no alderman of the City of Chicago or City employee will be permitted to any share or part of this Contract or to any financial benefit to arise from it.

Consultant covenants that its officers, directors and employees, and the officers, directors and employees of each of its members if a joint venture, and subconsultants, presently have no interest and will acquire no interest, direct or indirect, in the Work which would conflict in any manner or degree with the performance of the Work hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest must be employed. The Consultant agrees that if SCC in its reasonable judgment determines that any of Consultant's work for others conflicts with the Work, Consultant must terminate such other services immediately upon request of SCC.

Furthermore, if any federal funds are to be used to compensate or reimburse the Consultant under this Contract, the Consultant represents that it is and will remain in compliance with federal restrictions. It represents further 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.S. 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, the Consultant

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

shall execute a Certification Regarding Lobbying, which is contained in the Disclosure Affidavit, and is attached hereto as an exhibit and incorporated by reference as if fully set forth herein.

20.5 Governmental Ethics Ordinance. Consultant must comply with Chapter 2-156 of the Municipal Code of Chicago, "Governmental Ethics," including but not limited to Section 2-156-120 of this chapter pursuant to which no payment, gratuity or offer of employment is made in connection with any contract involving the City, by or on behalf of a subconsultant to the Consultant or higher tier subconsultant or any person associated there with, as an inducement for the award of a subcontract or order.

20.6 MacBride Principles Ordinance. The City of Chicago 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 Chicago, if the primary Consultant conducts any business operations in Northern Ireland, it is hereby required that the Consultant 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 Illinois Public Act 85-1390 (1988 Ill. Laws 3220).

Article 21 – Miscellaneous

21.1 Penalties, Interest and Attorney's Fees. SCC will in good faith perform its obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as may be required by Illinois law.

21.2 Variation. No Contractor understanding varying or extending this Contract, will be legally binding upon the Consultant or Owner unless in writing and signed by the Consultant and SCC.

21.3 Waiver. No provision of this Contract shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party charged with waiver or consent. Any consent by any party to, or waiver of, a breach of the other party, whether expressed or implied, shall not constitute consent to, waiver of, or excuse for any different or subsequent breach.

21.4 Remedies. All rights and remedies of SCC herein stated are nonexclusive and in addition to other rights and remedies provided by law.

21.5 Severability. The invalidity of any section, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of the Contract.

21.6 Section Headings. Section headings have been included in this Contract merely for convenience of reference. They are not to be considered part of this Agreement, or to be used in the interpretation hereof.

21.7 Notices. The Consultant shall be responsible for keeping SCC regularly advised as to the current status of any claims made for damages against Consultant in any way related to this Contract. Notices regarding insurance matters, mediation/claims/disputes of any kind, or

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

termination shall be sent by email **and** registered or certified mail, with an email copy to SCC's General Counsel (cc: moconnor@chicagoskyway.org). All other notices required under this Contract shall be sent by email to the following:

If to SCC:

Rob Ladson
Skyway Concession Company LLC
205 N. Michigan, St. 2510
Chicago, IL 60601
rladson@chicagoskyway.org

If to Consultant:

XXXXXXXXXXXXXXXXXXXX

Skyway Concession Company LLC:

Signature

Signature

Title

Title

Date

Date

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

EXHIBIT A:
SCOPE OF SERVICES

TBD

PERTINENT DOCUMENTS:

In addition to the contract, the service shall be completed in accordance with the following documents:

1. RFP – XXXXXX
2. Any Addendums
3. xXXXX Proposal

CONSULTANT SERVICES CONTRACT
SKYWAY CONCESSION CO. LLC AND _____.

EXHIBIT B:
SCHEDULE OF WORK AND SPECIFIC RATES

TBD