

**CITY OF AURORA, ILLINOIS
MASTER SERVICES AGREEMENT**

THIS AGREEMENT, effective June 1, 2024, between the City of Aurora, Illinois (“City”) an Illinois home rule municipal corporation, with its office of City Clerk located at 44 E Downer Place, Aurora, Illinois and CTS of Illinois, Inc., (“Contractor”) an Illinois business corporation having its registered office at 1556 Crescent Lake Dr., Montgomery, IL 60538

1. Scope of Services. The City engages the Contractor on a non-exclusive “as needed” basis to provide low-voltage cabling services which shall include, but is not limited to, the supply and installation of low-voltage cable for indoor and outdoor applications (“Services”) on a time and material basis in a total aggregate amount not to exceed \$100,000 for the duration of the Agreement.

The City, through authorized representatives of its Information Technology Department shall from time to time provide written work orders to Contractor (“Work Order”) which shall set forth specific projects for Contractor to undertake. Prior to the commencement of work on a Work Order the Contractor shall provide the City with detailed estimate (“Estimate”) of the approximate time it will take to complete the work, the hours of labor required and the applicable hourly rate for which the City will be billed and the anticipated costs of any materials required. If the City approves the Estimate, it shall give the Contractor its notice to proceed in writing. All Work Orders shall be subject to the terms and conditions set forth in this Agreement, in the event a conflict between the provisions of a Work Order and this Agreement, the provisions of this Agreement shall control.

Pricing for such services shall be as set forth in Exhibit A notwithstanding any changes to the prevailing rate of wages required to be paid by the Contractor as determined by the Illinois Department of Labor. The maximum billing increment shall be one-quarter hour.

Nothing in this Agreement shall require the City to issue a Work Order nor entitle the Contractor to a Work Order.

2. Term. This Agreement shall commence on July 1, 2024 (“Effective Date”) and remain in effect until June 30, 2025.

3. Standard of Performance. Contractor shall perform all Services set forth in this Agreement, and any other agreed documents incorporated herein, with the degree, skill, care and diligence customarily required of a professional performing services of comparable scope, purpose and magnitude and in conformance with the applicable professional standards. Contractor shall, at all times, use its best efforts to assure timely and satisfactory rendering and completion of the Services. Contractor shall ensure that Contractor and all of its employees or subcontractors performing Services under this Agreement shall be: (i) qualified and competent in the applicable discipline or industry; (ii) appropriate licensed as required by law; (iii) strictly comply with applicable federal, state, and local laws, regulations or ordinances; and (iv) strictly conform to the terms of this Agreement. Contractor shall, at all times until the completion of the

Services, remain solely responsible for the professional and technical accuracy of all Services and deliverables furnished, whether such services are rendered by the Contractor or others on its behalf, including, without limitation, its subcontractors. No review, approval, acceptance, nor payment for any and all of the Services by the City shall relieve the Contractor from the responsibilities set forth herein.

5. **Payment.** Contractor shall invoice the City for its Services rendered. Said invoices shall detail the work performed, hours worked, and materials used on each Work Order. Upon receipt, the City shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.

6. **Termination.**

a. **Termination for Convenience.** The City has the right to terminate this Agreement, in whole or in part, for any reason or if sufficient funds have not been appropriated to cover the estimated requirement of the Services not yet performed, by providing Contractor with thirty (30) days notice specifying the termination date. On the date specified, this Agreement will end. If this Agreement is terminated by the City, as provided herein, the City shall pay the Contractor only for services performed up to the date of termination. After the termination date, Contractor has no further contractual claim against the City based upon this Agreement and any payment so made to the Contractor upon termination shall be in full satisfaction for Services rendered. Contractor shall deliver to the City all finished and unfinished documents, studies and reports and shall become the property of the City.

b. **Termination for Cause:** Either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event the other party has materially breached the Agreement and fails to cure such breach within such notice period. In the event of termination for cause, the City shall pay the Contractor for all Services satisfactorily performed up to the date of termination, minus any damages incurred by the City as a result of the breach.

7. **Indemnification and Insurance**

a. **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit B. In all cases, the Contractor shall provide the City with a certificate naming the City as an additional insured party and shall not cancel such insurance without prior notice to the City.

b. **Indemnification.** Contractor shall indemnify, defend, and hold harmless the City, its elected officials, officers, and employees from and against all claims, losses, damages, costs and expenses, including without limitation, reasonable attorney's fees arising from or out of Contractor's performance of its obligations under this Agreement, including specifically those brought by third parties.

- c. **Non-Wavier.** Neither by the insurance or indemnifications requirements of this Agreement does the City waive any privilege, defense, or immunity, which may be available to it, its elected officials, officers, or employees by law, including, but not limited to those set forth in the Local Governmental and Governmental Employees Tort Immunity Act.

8. Prevailing Wage

Pursuant to the Illinois Prevailing Wage Act (“PWA”) , 820 ILCS 130/ et. seq a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, shall be paid by the Contractor to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public work.

This contract calls for the construction or maintenance of a “public work,” within the meaning of the PWA. The PWA requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Contractor and any subcontractors rendering services under this contract must comply with all requirements of the PWA, including but not limited to, all wage, notice and record keeping duties.

9. Miscellaneous Provisions.

- a. **Illinois Freedom of Information Act.** The Contractor acknowledges the requirements of the Illinois Freedom of Information Act (FOIA) and agrees to comply with all requests made by the City of Aurora for public records (as that term is defined by Section 2(c) of FOIA in the undersigned’s possession and to provide the requested public records to the City of Aurora within two (2) business days of the request being made by the City of Aurora. The undersigned agrees to indemnify and hold harmless the City of Aurora from all claims, costs, penalty, losses and injuries (including but not limited to, attorney’s fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the City of Aurora under this agreement.

- b. **Entire Agreement.** This Agreement, along with the documents set forth in Section 1 and incorporated by reference elsewhere in this Agreement, with consent of the parties, represents the entire agreement between the parties with respect to the performance of the Services. No other contracts, representations, warranties or statements, written or verbal, are binding on the parties. This Agreement may only be amended as provided herein.

- c. **Consents and Approvals.** The Parties represent and warrant to each other that each has obtained all the requisite consents and approvals, whether required by internal operating procedures or otherwise, for entering into this Agreement and the undertakings contemplated herein.

d. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

e. Jurisdiction and Venue. The Parties agree that in the event of litigation arising from this Agreement, the exclusive venue for the adjudication of such disputes shall be the Circuit Court of the Sixteenth Judicial Circuit, Kane County and that the Illinois law shall apply to such disputes without regard to its choice of law principles.

f. Construction of Contract Provisions. The Parties acknowledge that this Agreement and all the terms and conditions contained herein have been fully reviewed and negotiated by the Parties. Having acknowledged the foregoing, the Parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an agreement shall be construed against the drafter of the agreement shall have no application to the terms and conditions of this Agreement.

FOR: CITY OF AURORA, ILLINOIS


By: _____

Jolene Coulter

Director of Purchasing

Date: _____

FOR: CONTRACTOR

By:  _____

Print: Eric Light

Title: Vice President

Date: 6-14-24

Exhibit A – Pricing

Exhibit B – Insurance Requirements

The Contractor, at its own expense, shall secure and maintain in effect throughout the duration of this contract, insurance of the following kinds and limits to cover all locations of the Contractor's operations.

The Contractor shall furnish Certificates of Insurance to the City before starting or within ten (10) days after the execution of the contract, whichever date is reached first. All insurance policies shall be written with insurance companies approved by the City and licensed to do business in the State of Illinois and having a rating of not less than A IX, according to the latest edition of the A.M. Best Company; and shall include a provision preventing cancellation of the insurance policy unless thirty (30) days prior written notice is given to the City.

This provision shall also be stated on each Certificate of Insurance as: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will endeavor to mail ten (10) days written notice to the certificate holder named to the left."

If requested, the awardee of this proposal will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request.

The limits of liability for the insurance required shall provide coverage for not less than the following amount, or greater where required by law:

- (1) Worker's Compensation Insurance - Statutory amount.
- (2) General Liability Insurance:
 - (a) \$1,000,000 per occurrence and \$2,000,000 general aggregate
 - (b) \$500,000 per occurrence for Property Damage
 - (c) \$1,000,000 per occurrence for Personal Injury
- (3) Auto Liability Insurance:
 - (a) Bodily injury with limits not less than \$1,000,000
 - (b) Property damage with limits not less than \$500,000
- (4) Umbrella excess liability of \$1,000,000 per occurrence, \$2,000,000 aggregate.

The Contractor shall include the City as a primary, non-contributory additional named insured on both General and Auto Liability Insurance policies and indicate said status on any Certificates of Insurance provided to the City pursuant to this project. The Contractor shall pay all insurance premiums without cost to the City. All policies obtained by the Contractor shall waive subrogation against the City.

