

**SHORT FORM PURCHASE OF SERVICES CONTRACT
FOR THE CREATION OF THE 2025-2029 CONSOLIDATED PLAN (CONPLAN) AND
NEIGHBORHOOD REVITALIZATION STRATEGY AREA (NRSA) UPDATE**

The parties to this Short Form Purchase of Goods and/or Services Contract (Contract) do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the CITY OF AURORA, ILLINOIS, a municipal corporation ("Aurora") and the following named Contractor:

(Name) _____
ATTN: _____
(Street Address) _____
(City/State/Zip Code) _____
(Telephone) _____
(Email Address) _____
(Fax Number) _____
(Taxpayer ID #) _____

2. Term. The effective date of this contract is _____, **2024** and it terminates **December 31, 2024** unless otherwise amended or terminated as provided herein.

3. Payment Limit. Aurora's total payments to Contractor under this contract shall not exceed:

\$62,115

4. Contractor's Obligations.

(a) To the satisfaction of the Aurora's Community Development Manager, Contractor shall provide the following goods and/or services: (Attach extra sheet/s if necessary):

Scope of Work Presented in Exhibit "A."

(b) Contractor shall perform the above-referenced services or delivery of the required goods at or to the following specified location/s:

Contract Target Area: Municipal Boundaries of the Cities of Aurora Presented in Exhibit "C".

(c) Name or type of service:

Consulting services to create the 2025-2029 HUD required Consolidated Plan (ConPlan) and update the Neighborhood Revitalization Strategy Area (NRSA).

5. Obligations. Aurora shall pay Contractor as follows for total payment for all services rendered:

\$62,115 - Admin/Overhead to be distributed per Exhibit B.

6. Supplemental Conditions. This contract is subject to the Supplemental Conditions attached hereto, which are incorporated herein by reference.

7. Signatures. These signatures attest the parties' agreement hereto:

CONTRACTOR:

By: _____

CITY OF AURORA, ILLINOIS
a municipal corporation:

By: _____
Director of Purchasing

Supplemental Conditions

1. Independent Contractor. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of Aurora. Contractor shall be entirely responsible for the compensation of any assistants, employees, and subcontractors used by Contractor in providing said goods and/or services. Aurora shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance, and workers' compensation insurance, as the Contractor is at all times to be considered an independent contractor.
2. Termination. This Contract shall automatically terminate on the date specified in the Short Form Purchase of Service Contract. Aurora shall not be responsible for compensating Contractor for any amounts in excess of \$62,115.
3. Cancellation. 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) day's 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. Under no circumstances shall Aurora be responsible for payment of lost profits, or damages allegedly incurred by Contractor.
4. Assignment. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of Aurora.
5. Anti-Discrimination. Contractor agrees to observe the provisions of Aurora's Anti-Discrimination Policies and Title VII of the Civil Rights Act of 1964, obligating every contractor or subcontractor for goods and/or services to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
6. Payment for Services. Aurora will pay to the Contractor funds available under this Contract based upon information submitted by the Contractor and consistent with the approved budget (presented as Attachment "B") and Aurora policies concerning payments. Invoices will be submitted no more often than monthly and no less often than annually for the life of this Contract. Payments will be made only for eligible expenses actually incurred by the Contractor. Payments will be made via Aurora's normal payment processes. Payment requests will demonstrate any match funds. In addition, Aurora reserves the right to liquidate funds available under this Contract for costs incurred by Aurora on behalf of the Contractor. 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 by the Act.
7. Access to Records. The Contractor shall furnish and cause each of its own sub-recipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Aurora, or their agents, or other authorized officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
8. 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.

9. **Business License.** Contractor shall comply with Aurora's business registration and/or license requirements as applicable. Contractor shall comply with City's ordinance requirements as applicable.

10. **Insurance.** During the entire term of this Contract and any extension or modification thereof, the Contractor shall keep in effect insurance policies meeting the following insurance requirements:

- (a) **Insurance.** The Contractor shall provide to the City evidence that it has obtained and maintains the insurance coverages set forth in Exhibit D. 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.

11. **Payment of Prevailing Wages.** Aurora hereby notifies Contractor that pursuant to the Illinois Prevailing Wage Act (820 ILCS 130), Contractor may be legally required to pay prevailing wages for the services called for in this Contract.

12. **Recognition of Aurora/Elgin.** Contractor shall ensure recognition of Aurora in providing funding for Services provided by this Contract. All activities, facilities, items, and publications utilized or made possible pursuant to this Contract shall indicate the funding source.

13. 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 Exhibit A, B, C and D, 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.

Notices shall be addressed as follows:

If to Aurora: City of Aurora
 Attn: Community Development Manager
 44 East Downer Place
 Aurora, Illinois 60507

Copy to: City of Aurora
 Attn: Corporation Counsel
 44 East Downer Place
 Aurora, Illinois 60507

If to Contractor:

**Exhibit “A”
Scope of Work**

Project Milestone for Consolidated Plan, Action Plan	Timeline
Contract Execution	June 2024
Review of Background Information for Plans. Community Consultation through Meetings, Surveys, Stakeholder Interviews begin. Determination of Source Data for Plans Collection and Analysis of Data for Plans Preparation of Demographic Profiles Review of Background Information on Plans Determination of Source Documentation Preparation of Demographic Profiles for both Plans Consultation Continues as necessary to complete outreach Completion of Required Consultation, Community Needs Assessment, Forums, and Survey First Draft of Consolidated Plan Data Sections and Priority Needs	August 1 – September 15, 2024
First Draft of Consolidated Plan, Annual Action Plan and AI	September 15 – October 30, 2024
DRAFT Plans for County and Cities’ staff review. Revisions to be made as requested by staff	November 15, 2024
30-day Public Review Period for Consolidated Plan and Public Hearing	TBD by City
City will present their respective DRAFT Plans (with public comments received during the 30-day public comment period included) at City hearings, as scheduled, and will add comments received during the public hearings or provide comments to the consultant to add	TBD by City
Final Consolidated Plan and Annual Action Plan submitted to HUD via eCon Planning Suite and final AI delivered	TBD by City

**Exhibit “B”
Project Timeline and Budget**

Project Timeline

The Contractor shall provide the services described in Attachment A from _____, 2024 to December 31, 2024.

Budget

TDA proposes an all-inclusive fee of **\$62,115** for all deliverables to be paid upon achieving the following milestones:

MILESTONE	TOTAL COST INVOICED WHEN COMPLETE
Consultation 50% Complete	\$9,317.25 (15%)
Consultation Completed	\$9,317.25 (15%)
Consolidated Plan MA and NA Sections Complete	\$18,634.50 (30%)
Consolidated Plan ES, PR, SP, and AP Sections Complete and Draft NRSA Proposal Completed	\$18,634.50 (30%)
Final Draft of Consolidated Plans and AP	\$3,105.75 (5%)
Submission of Consolidated Plan and AP to HUD	\$3,105.75 (5%)

Exhibit "C"
Contract Target Area

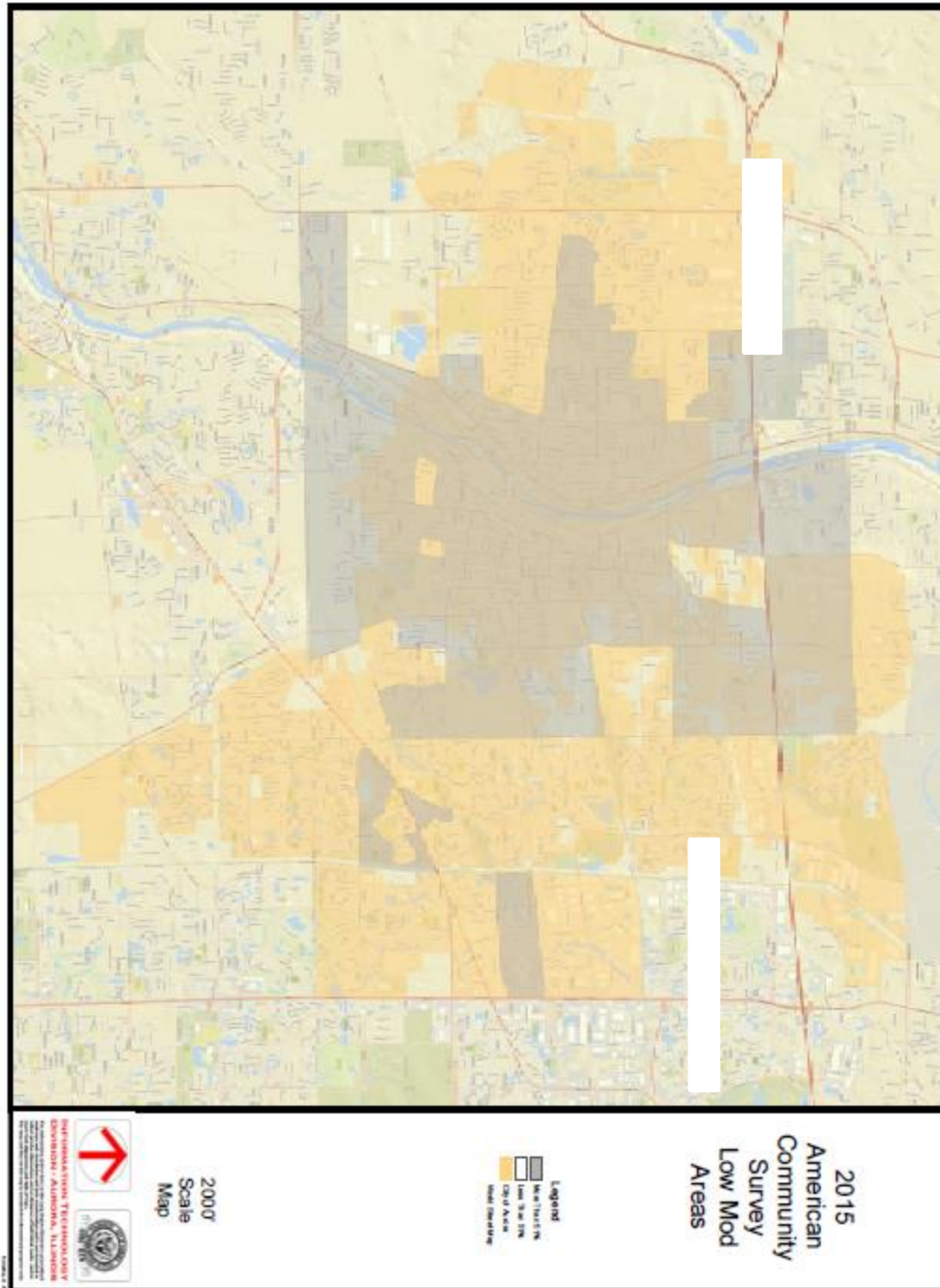


EXHIBIT D

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.