

**CITY OF AURORA, ILLINOIS
LUMENAURA 2025 – INSTALLATION ART
SERVICES AGREEMENT**

THIS AGREEMENT, is entered on the Effective Date 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 the Contractor, for the Services herein described. The terms “Effective Date,” “Contractor,” and “Services” shall be defined as set forth in Exhibit A.

1. Scope of Services. The Contractor shall perform the Services set forth in Exhibit A, the Request for Proposal, and any attachments thereto.

2. Term. The term of this Agreement shall be as set forth in Exhibit A. If provided in Exhibit A, the Agreement shall renew without further action by the Parties as set forth in therein, provided that the City Council of the City has budgeted funds for the services contemplated by this Agreement.

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 in the amount and with the frequency set forth in Exhibit A. 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.

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 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.

7. Indemnification

- (a) **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.
- (b) **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. 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.

g. Notices. All notices required hereunder shall be made in writing and shall be served personally, by registered mail, certified mail, traceable private courier services, electronic mail or facsimile transmission unless otherwise provided in this Agreement. All notices to the parties under this Agreement shall be made to:

The City of Aurora
Corporation Counsel
The City of Aurora Law Department 44 E. Downer Place
Aurora, Illinois 60507-2067

Date: _____

FOR: CITY OF AURORA, ILLINOIS

By: _____

Jolene Coulter

Director of Purchasing

FOR: CONTRACTOR

By: _____

Print: _____

Title: _____

**EXHIBIT A - Contract
CITY OF AURORA, ILLINOIS
SERVICES AGREEMENT**

Contractor Information ("Contractor")	
Legal Name:	GNV Urban Art LLC, DBA Monochronicle
Type of Entity:	<input type="checkbox"/> Illinois Business Corporation <input type="checkbox"/> Illinois Not-For Profit Corporation <input type="checkbox"/> Illinois Limited Liability Company or Limited Partnership <input type="checkbox"/> Partnership or Solo Proprietorship <input type="checkbox"/> Other. Organized under the laws of the State of Florida and authorized to do business in Illinois.
Address:	3800 SW 20th Ave, APT 608
Email	kanishcheva.iryana@gmail.com
Phone	352-328-0960

Contract Term Information	
Effective Date:	June 11, 2025
Term:	December 31, 2025
Renewal Period:	No Renewals are Authorized

Payment Terms	
<input type="checkbox"/> Total	The total compensation of the Contractor under this Agreement shall be \$415,000 as outlined in the scope of work.
<input type="checkbox"/> Other X	City staff reserves the right to make budget adjustments if mutually agreed upon by the vendor and the City.

Expenses	
<input type="checkbox"/> Authorized	The City shall reimburse the Contractor for its ordinary and customary expenses incurred in the performance of the Services under this Agreement. Only as outlined and previously agreed upon in writing.
<input type="checkbox"/> Not Authorized X	The Contractor is responsible for its ordinary and customary expenses incurred in the performance of the Services under this Agreement.

Scope of Work

The Contractor agrees to perform the Services set forth herein pursuant to this Agreement. The Contractor agrees to use the process as set forth by the Purchasing Department of the City to submit invoices and the schedule to receive payments.

The entire scope of work is located in RFP 24-051 and is incorporated into this agreement.

2025 Lumenaura - Budget*	
Marketing	\$10,000
Art Installations**	\$230,000
Roving Performers	\$15,000
Logistics	\$37,000
Site Operations	\$43,000
Contingency Reserve	\$15,000
Producer Fees	\$65,000
Total	\$415,000

*City staff reserves the right to make budget adjustments if mutually agreed upon by the vendor and city.

**Art installations may include themes or designs such as a laser show, bonfire, interactive light sculpture garden, pixel starscape, projection mapping, silent disco, gallery activation, and Jen Lewin installation such as The Last Ocean. City staff reserves the right to request changes to the installation lineup if mutually agreed upon by the vendor and city.

2025 Lumenaura – Project Deliverables and Milestones	Timelines
-Contract execution	Due June 13, 2025
-Site visit complete, preparation plan approved, and insurance requirements secured -Submittal of June 2025 Progress Report	Due July 3, 2025
-Artist selection and installation designs finalized -Artist subcontracts executed and submitted to city -Marketing strategy submitted and approved -Final layout of map submitted and approved -Final accessibility and inclusion plan submitted -Submittal of July 2025 Progress Report	Due August 1, 2025
-Roving performer proposal submitted and approved	Due August 29, 2025

-Submittal of August 2025 Progress Report	
-Final production plan approved -Final security plan approved -Submittal of September 2025 Progress Report	Due October 3, 2025
-Submittal of October 2025 Progress Report	Due October 31, 2025
-Project closeout and all final expense requests submitted -Submittal of Final 2025 Progress Report	Due November 14, 2025

2025 Lumenaura – Payment Schedule		
June	\$20,000	Producer fee of \$12,000, site visit, prep start, insurance
July	\$70,000	Producer fee of \$12,000, artist selection, vendor/artists of deposits
August	\$75,000	Producer fee of \$12,000, vendor/artist deposits, other expenses
September	\$100,000	Producer fee of \$12,000, final production, logistics, operations
October	\$150,000	Producer fee of \$12,000, final payments to vendors and artists
November	To be determined	Any outstanding payments
Total	\$415,000	

Additional Clauses

Ownership & Intellectual Property

The City shall receive a non-exclusive license to use the developed proposal titled "Lumenaurea Convergence," including artwork types and placement ideas. Monochronicle retains all intellectual property rights to its proprietary tools, software, design processes, and pre-existing materials. Unused or leftover materials shall remain Monochronicle's property and may be reused in subsequent years if the contract continues.

Insurance and Liability Cap

Contractor shall maintain commercial general liability insurance and name the City as additional insured. The total liability of the Contractor under this Agreement shall be limited to the total compensation payable under this Agreement.

Force Majeure

Neither Party shall be liable for delays or failure in performance due to causes beyond their reasonable control, including acts of God, war, pandemics, or utility disruptions.

Communications

Contractor shall be solely responsible for all communications with vendors, artists, and service providers. The City shall not initiate direct contact with third parties involved in the project without prior notice to the Contractor and must copy the Contractor on all such communications. The City may contact the vendors that they have separately contracted with for the event (i.e. bands performing, roaming performers, etc.). The City agrees to copy Monochronicle on any communication for event awareness.

Marketing and Attribution

The City agrees to credit Monochronicle as the curator and producer of Lumenaurea Convergence 2025 in all advertisements, marketing materials, press releases, and social media campaigns. The City's marketing teams shall coordinate attribution language with the Contractor.

Payment Schedule

Payments to Contractor shall be made according to the milestone schedule specified in Exhibit A. Contractor shall submit itemized invoices upon completion of each milestone, which shall be reviewed and processed per the Illinois Prompt Payment Act.

Additional Clause for Artist Selection Authority

Monochronicle, as the Contractor and curator of Lumenaurea Convergence 2025, shall have the exclusive and final decision-making authority in the selection of artists, with consideration to site-

specific appropriateness, budget limitations, technical feasibility, and alignment with the best interests of the City. Monochronicle reserves the right to cancel or replace any artist at any time if there are concerns regarding project completion, professional conduct, quality control, or any other risk deemed material. The City shall defer to the curatorial expertise and judgment of Monochronicle regarding all decisions related to artist selection and replacement.

DRAFT

APPENDIX G:

BIDDER'S CERTIFICATION

I/We hereby certify that:

- A. A complete set of bid proposal papers, as intended, has been received, and that I/We will abide by the contents and/or information received and/or contained herein.
- B. I/We have not entered into any collusion or other unethical practices with any person, firm, or employee of the City which would in any way be construed as unethical business practice.
- C. I/We have adopted a written sexual harassment policy which is in accordance with the requirements of Federal, State and local laws, regulations and policies and further certify that I/We are also in compliance with all equal employment practice requirements contained in Public Act 87-1257 (effective July 1, 1993) and 775 ILCS 5/2-105 (A).
- D. I/We operate a drug free environment and drugs are not allowed in the workplace or satellite locations as well as City of Aurora sites in accordance with the Drug Free Workplace Act of January, 1992.
- E. The Bid Bidder is not barred from bidding on the Project, or entering into this Bid as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code, or any similar offense of "bid rigging" or "bid rotating" of any state or the United States.
- F. I/We will abide by all other Federal, State and local codes, rules, regulations, ordinances and statutes.

COMPANY NAME _____

ADDRESS _____

CITY/STATE/ZIP CODE _____

NAME OF CORPORATE/COMPANY OFFICIAL _____

PLEASE TYPE OR PRINT CLEARLY

TITLE _____

AUTHORIZED OFFICIAL SIGNATURE _____

DATE _____

TELEPHONE (____) _____

FAX No. (____) _____

Subscribed and Sworn to

Before me this ____ day

of _____, 2025

Notary Public

APPENDIX H:

BIDDER'S TAX CERTIFICATION

(BIDDER'S EXECUTING OFFICER), being first duly sworn on oath, deposes and states that all statements made herein are made on behalf of the BIDDER, that this despondent is authorized to make them and that the statements contained herein are true and correct.

Bidder deposes, states and certifies that Bidder is not barred from Biding with any unit of local government in the State of Illinois as result of a delinquency in payment of any tax administered by the Illinois Department of Revenue unless Bidder is contesting, in accordance with the procedures established by the appropriate statute, its liability for the tax or the amount of the tax, all as provided for in accordance with 65 ILCS 5/11-42.1-1.

DATED this _____ day of _____, 2025.

By _____

(Signature of Bidder's Executing Officer)

(Print name of Bidder's Executing Officer)

(Title)

ATTEST/WITNESS:

By _____

Title _____

Subscribed and sworn to before me this

_____ day of _____, 2024.

Notary Public

(SEAL)

DRAFT