



Traffic Control Corporation

City of Aurora, Illinois - Central System Inspection Agreement

This maintenance and service agreement has been agreed upon and entered into by the City of Aurora, Illinois, Traffic Operations Division herein referred to as "the client", and Traffic Control Corporation, located in Woodridge, Illinois, herein referred to as the "service provider", on this day of September 1, 2016.

Under the terms of this agreement, the service provider will conduct one (1) visit by a trained and qualified system technician at monthly intervals to perform a comprehensive inspection of the client's **ARTERIAL CENTRAL TRAFFIC MANAGEMENT SYSTEM**, herein referred to as "the system", inclusive of all associated software and hardware, in order to evaluate the performance of the system and report any discoveries to the client. Specific items included in the agreed upon and monthly inspection are listed in the "**System Inspection Checklist**" as shown in EXHIBIT A.

Upon completion of the monthly inspection the service provider shall deliver a completed checklist document to the client summarizing the operational condition and current status of the system. The checklist and subsequent summary report and any other supporting materials, e.g., system generated logs, will be used to highlight any system components, software or hardware, which may require additional service in order to bring the system to an optimal operating condition. The summary report will include the technician's findings and recommendations relative to repairs that must be made outside of the current visit. The service provider shall provide the client with a separate proposal and cost estimate for any services to be performed outside the scope of this agreement as detailed in the System Inspection Checklist.

Service Provider Obligations

In order to assist the client in identifying any existing system problems by performing regularly scheduled inspections as outlined in the agreement, and providing the client with the expertise and support to mitigate any potential system problems the service provider will agree to provide the following;

1. A regularly scheduled monthly visit to perform a system inspection per the items listed on the "System Inspection Checklist" (EXHIBIT A). Since the term of the agreement will be for one (1) year, the service provider will perform twelve monthly inspection visits.
2. A full day of access (8 FTE hours) to a factory trained and qualified system technician who will perform the monthly system inspection and be available post inspection to assist and resolve any system issues covered by the scope of the agreement, including any other services required by the client on that day and which fall under the T&M (time & material) clause this agreement.



3. A negotiated rate and fixed hourly labor rate for any additional services required and performed outside the scope of the items listed in the System Inspection Checklist and covered under a T&M arrangement.
4. The client will receive preferential scheduling during normal business hours (8:00 AM to 5:00 PM) in a circumstance where additional visits must be conducted to perform any additional system work.

Client Obligations

In order to properly perform and deliver the services as detailed in this agreement the service provider will require the client to provide the following;

1. Access to the facility and or any other areas where the inspection and any service will be performed, weekdays, Monday thru Friday, between the hours of 8:00 AM and 5:00 PM.
2. Access to an authorized and pre-qualified employee or representative of the client who will be available to oversee and if necessary assist with any work being performed by the service provider. This same authorized representative shall also be available for instruction.
3. Access to any special client owned equipment necessary to perform any field work, e.g. bucket truck, ladders, lifts, where such equipment is not furnished directly by the service provider or any it's affiliated service partners.
4. Client is responsible for maintaining current software and hardware licenses/ service agreements as required by the manufacturers or providers of any system or components.

Term of Agreement

This agreement shall last for the term of one (1) year.

Fee

The fee for the service provided under this agreement shall be a fixed rate of \$ 11,000.00

Payment Terms

A written purchase order in the amount of \$11,000.00 must be provided prior to commencement of services. The City of Aurora will be invoiced for services quarterly in the amount of \$2,750.00. Payments are due 30 days after date of invoice.

Additional Fees, Time & Material (T&M)

Additional fees for any service, installation, or replacement parts shall be presented, discussed and agreed upon before it is scheduled and performed.



Natural and Man-Made Events Excluded

The service provider will have no liability or obligations in connection with any damage resulting from electrical outage, storms, flooding, lightening, earthquakes, or any act of God. The owner will then be responsible for all costs incurred in connection with such events.

Delays

The service provider shall not be liable for delays in performance or non-performance caused by circumstances beyond control. Such events include but are not limited to storms, flooding, fires, government actions, labor strikes, labor shortage, or the inability to obtain materials, equipment or transportation.

Termination with Cause

Failure to pay may result in the service provider terminating the agreement without notice and shall have no further obligations if any amount remains unpaid after 90 days from the date of the invoice.

Service Provider Liability

The service provider's liability under this agreement for any defect or failure is limited to an exchange of the product and or a return of the amounts paid for service/materials. No claim shall exceed the total paid for the service/materials for which damages are claimed. The service provider is not liable for lost profits or incidental damages.

Non-Waiver

No action or inaction on the part of the service provider shall be deemed a waiver of rights, remedies, breaches, or subsequent defaults by the client in the performance of or compliance with the terms of this agreement.

Transferability

This agreement cannot be transferred, delegated, or otherwise assigned to any party without the prior written consent of the service provider. This agreement and the rights and obligations may be assigned by the service provider without the consent of the client, provided such assignment is to another Traffic Control Corporation authorized service provider.

Severability

If any term or provision of this agreement is deemed to be invalid or unenforceable, such a determination will not affect any of the remaining terms and provisions. All such remaining terms and provisions will remain in full force and effect.

Required Mediation

All parties will agree that any disputes, including the construction or application of this agreement, shall be submitted to mediation between the service provider and client. All items must be fully documented. If the mediation does not result in a mutual settlement within one year from the date submitted, each party has the right to enforce obligations in a court of law. All reasonable attorney fees, court costs, and expenses incurred by the prevailing party are to be paid in full by the other party, as allowed by the applicable law.



Modifications

The terms of this agreement can only be modified if all involved parties have given a written agreement.

Negotiated Labor Rates

The negotiated labor rates for services performed beyond the scope of the agreed upon Service and Maintenance agreement are listed below. These rates shall remain in effect throughout the entire term of this agreement.

Monday-Friday 8:00am-5:00pm	\$125.00/hr.
Monday-Friday <i>Non-Business Hours</i>	\$187.50/hr.
Saturday and Sunday	\$250.00/hr.

City of Aurora

Traffic Control Corporation

_____(signature)

_____(signature)

_____(title)

_____(title)

_____(date)

_____(date)