

CITY OF AURORA, ILLINOIS 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 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.**

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 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 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. 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.

Date: _____

FOR: **CITY OF AURORA, ILLINOIS**

By: _____

Jolene Coulter

Director of Purchasing

FOR: **CONTRACTOR**

By: Greg Osborne

Print: Greg Osborne

Title: Director of Civil Engineering

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

Contractor Information ("Contractor")	
Legal Name:	A. Epstein and Sons International, Inc.
Type of Entity:	<input checked="" 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 _____, and authorized to do business in Illinois.
Address:	600 W. Fulton Street, Suite 900, Chicago, IL 60661
Email	gosborne@epsteinglobal.com
Phone	312-429-8272

Contract Term Information	
Effective Date:	April 10, 2023
Term:	14 months
Renewal Period:	No Renewals are Authorized

Payment Terms	
<input type="checkbox"/> Daily	The City shall compensate the Contractor on an hourly daily basis at the rate of \$100.00 per hour.
<input type="checkbox"/> Monthly	The City shall compensate the Contractor on a monthly basis at the rate of \$_____per calendar month.
<input checked="" type="checkbox"/> Total	The total compensation of the Contractor under this Agreement shall be \$49,900.
<input type="checkbox"/> Other	

Expenses	
<input checked="" 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.
<input type="checkbox"/> Not Authorized	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.

Epstein will prepare a Bicycle and Pedestrian Plan for the City of Aurora.

1. Data Collection & Existing Conditions

Epstein will complete a data sharing agreement, request GIS data, and collect information on relevant plans from the City of Aurora. Epstein will prepare an existing conditions report that documents the current conditions regarding infrastructure, policies, and programs affecting bicycle and pedestrian travel in the City of Aurora. Epstein will provide a draft to the City for review and comment. Epstein will make revisions as directed in writing, and will provide a revised draft to the City.

Task 1 Deliverables: Data request memorandum, data sharing agreement, draft existing conditions report, revised existing conditions report.

2. Draft Plan

Epstein will prepare a draft plan with goals, objectives, design guidelines, recommendations, draft capital improvement program and maps depicting existing and recommended bicycle and pedestrian improvements. Recommendations within the Draft Plan will be modeled after objectives that would enable the City of Aurora to seek recognition by the League of American Bicyclists as a Gold Level Bicycle Friendly Community. Epstein will provide a draft to the City for review and comment. Epstein will make revisions as directed in writing, and will provide a revised draft to the City.

Task 2 Deliverables: Draft plan, revised draft plan.

3. Final Plan, Maps, & Data Transfer

Epstein will make revisions to the draft plan and include an implementation strategy for the capital plan and identify candidate funding sources by project type. These revisions will constitute the final plan. Upon delivery of the final plan, Epstein will deliver the map package used for preparation of the plan back to the City. This will contain a working file and PDF maps that were prepared for draft and final plan documents.

Task 3 Deliverables: Final Plan, PDF maps, and Map Package

4. Stakeholder Engagement

Epstein's stakeholder engagement strategy includes the following tasks and meetings:

- ☐ Three (3) presentation-style meetings led by Epstein to the City of Aurora Bicycle Pedestrian and Transit Advisory Board (Advisory Board); (1) draft existing conditions report, (2) draft plan, (3) final plan.
- ☐ Five (5) one-hour stakeholder interview meetings for groups of stakeholders assembled and scheduled by the City.

☐ Two (2) public open-house style meetings or public tabling events; one at the beginning of the project to collect initial feedback and one upon release of a public review draft of the plan.

☐ Epstein will prepare an online survey to collect feedback from interested stakeholders about goals and objectives for the plan.

☐ The project web page will be hosted and maintained by the City. Epstein will prepare newsletter copy and a project brand for inclusion in newsletters and on the website at three (3) milestones; (1) an introduction and announcement when the City commences with the bicycle plan process and announcement of the online survey; (2) upon release of the existing conditions report and survey findings, and (3) upon delivery of a public review draft of the plan.

Task 4 Deliverables: Presentation slide decks (PDF); stakeholder interview summary notes; public open house materials; online survey raw data and summarized results; project announcement and newsletter and website materials.

5. Quality Assurance and Quality Control (QA/QC)

Epstein will conduct a quality control review of draft materials prior to submittal to the City for review. Epstein will maintain a markup copy to mark revisions complete and to document changes, interpretations, or revisions to comments prior to disposition.

Task 5 Deliverables: PDF disposition of City comments for the existing conditions report, draft plan, and final plan.

PROJECT TEAM ORGANIZATION

The project manager for this project will be Tim Gustafson, AICP. Mr. Gustafson has 18 years of experience in transportation planning with a specialization in bicycle and pedestrian planning. Ryan Peterson will serve as the lead planner for the project and will be supported by Neha Soni, Athena Erbs, and John Karlovitz.

PROJECT SCHEDULE

The project schedule is proposed to align with the following milestones:

- | | | |
|--------------------------|----------------|----------------------------|
| <input type="checkbox"/> | April 2023: | Project Initiation |
| <input type="checkbox"/> | July 2023: | Existing Conditions Report |
| <input type="checkbox"/> | November 2023: | Draft Plan |
| <input type="checkbox"/> | February 2024: | Final Plan |

ASSUMPTIONS

Epstein proposes the above mentioned scope based on the following assumptions:

- ☐ The City of Aurora shall maintain a project webpage (standalone or part of the City website) for posting plan-related content
- ☐ The City of Aurora shall prepare and distribute newsletters based on content provided by Epstein
- ☐ The City of Aurora shall serve as the primary point of contact between Epstein and the Advisory Board.
- ☐ The City of Aurora will review and confirm the accuracy of GIS data prior to analysis

by Epstein. If revisions to GIS data are needed, the City shall provide an update data set to Epstein.

☐ Epstein will obtain approval from the City of Aurora prior to proceeding with work not included in this scope of work. Payments for amounts invoiced are due within 30 days. This proposal is valid for 60 days.

☐ Any supplemental services required, and duly authorized by the City of Aurora are in addition to the not-to-exceed fee quoted above and will be billed in accordance with the hourly rate table included in this proposal. Supplemental services are not included in the fee amount.

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.