

**CITY OF NAPERVILLE
SERVICE AGREEMENT
Route 672**

This City of Naperville Service Agreement for Route 672 (“Agreement”) is made this ____ day of _____ 2017, between Pace, the Suburban Bus Division of the Regional Transportation Authority, (hereinafter called "Pace") and the City of Naperville (hereinafter called “Client”). Pace and Client are individually referred to herein as “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Pace is a unit of local government, body politic, political subdivision and municipal corporation established under the Regional Transportation Authority Act (70 ILCS 3615/1.01 *et seq.*) for the purpose of providing public transportation by bus; and

WHEREAS, Pace desires to provide services as described in Exhibit A and Exhibit B attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the Parties agree as follows:

1. Description of Service. Pace shall provide Route 672 transportation service to Client and the general public pursuant to information contained in Exhibit A and Exhibit B.

2. Payment. Client agrees to pay Pace the rates set forth in the attached Exhibit A. Payment shall be made to Pace by the 10th day of each month for which service is to be provided. Payment is to be mailed to:

Pace, the Suburban Bus Division of the RTA
550 W. Algonquin Road
Arlington Heights, IL 60005
Attn: Accounting Department

3. Calculation of Rates. The payment rate is based on service costs calculated using fully allocated operating costs at each facility per trip and/or route.

4. Service Expansion. Pace and the Client may agree to Pace providing services in addition to the services described in Exhibit A and Exhibit B. Said additional services may be agreed to if memorialized in a written document signed by Pace and by the Client’s Transportation Team Leader. The costs for additional services shall be invoiced at Pace’s hourly rates as described in Exhibit A.

5. Term. This Agreement is effective October 1, 2017 through December 31, 2018, unless earlier terminated by either Party in accordance with the terms of this Agreement.

6. Service Provision. Pace shall not be responsible for any failure to provide the service due to circumstances beyond the control of Pace. However, Pace shall make every reasonable effort to restore service as soon as practical under the circumstances. Pace shall have the right to

make minor revisions to the service during the term of this Agreement upon written notification to and concurrence by Client.

7. Termination of Service. Any Party may terminate this Agreement with sixty (60) days advance written notification to the other Party.

8. Independent Relationship. Pace is an independent contractor and not an employee, agent, joint venture, or partner of Client, and nothing in this Agreement shall be construed as creating any other relationship between Client and Pace, or between any employee or agent of Pace and the Client. Pace employees shall at all times remain employees of Pace, which shall be solely responsible for all aspects of their employment, including, without limitation, compensation, benefits, payment or withholding of taxes, Social Security, Medicare, unemployment or other insurance, and workers' compensation.

9. Insurance. In the event that Pace directly provides the service described herein, Pace shall arrange for the Client to be named as additional insured under Pace's excess automobile liability policy of insurance with respect to claims asserted against Client arising from any covered negligent acts or omissions of Pace in providing the services described in this Agreement. In the event that Pace contracts with any outside service providers to provide the service described herein, Pace shall require the outside service provider(s) to arrange for Client to be named as additional insured under the outside service providers auto liability policy of insurance with respect to claims asserted against Client arising from any covered negligent acts or omissions of the outside service providers in connection with the services as described in this Agreement.

10. Indemnification. In the event that Pace directly provides the service and not through an outside service provider, to the fullest extent permitted by law and within the limits of Pace's self-insured retention and the excess/umbrella auto liability insurance policies purchased by Pace, Pace shall indemnify, defend and hold harmless Client, its Directors, officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, caused by the negligence of Pace, its officers and employees which may arise out of the operation of transportation services provided pursuant to this Agreement, provided that Client provides immediate notice of any claims, suits losses, damages and fully cooperate with the defense of any claims or lawsuits. This indemnification does not extend to the negligent, willful and wanton, reckless or intentional conduct of Client, its officers, agents, servants and employees and is specifically excluded from this indemnification and insurance coverage, including self-insurance.

To the extent that services are provided through or by an outside contractor, Pace agrees to require the contractor to indemnify, defend and hold harmless Client, its Directors, officers, agents, and employees from and against any and all auto liability claims, suits, losses, damages and expenses, caused by the negligence of the outside contractor, its officers and employees which may arise out of the operation of transportation services provided pursuant to this Agreement, provided that Client provides immediate notice of any claims, suits losses, damages and fully cooperates with the defense of any claims or lawsuits. In the event that Pace does not require such indemnification, defense, and hold harmless of its outside contractors Pace, agrees that it shall assume responsibility for said indemnification, defense, and hold harmless obligations.

With respect to any lawsuit that is within the scope of coverage and indemnification, defense, and hold harmless obligations afforded above Pace (or the outside contractor, as applicable) shall have the right and duty to defend the Client, including the right to select defense counsel and control the defense of such lawsuit. In the event of any conflict of interest that would prevent Pace from controlling such defense or that would require Pace to allow the Client to select independent defense counsel, Pace will reimburse the reasonable attorney fees and expenses incurred in such defense by the Client, provided however that the hourly rates of such counsel shall not exceed the hourly rates ordinarily paid by Pace for its outside counsel for defense of similar types of lawsuits.

11. Hold Harmless. Client agrees to hold Pace harmless from and against any damage to Client's property resulting from the normal wear and tear associated with operation of the service described herein.

12. Compliance with Laws. Both Parties will comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement.

13. Severability. If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, such provision shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

14. Amendment. No change to this Agreement shall be valid unless in writing and signed by the duly authorized representative of each Party.

15. Assignment. No Party shall assign this Agreement or the rights and obligations hereunder without the prior written consent of the other Party.

16. Incorporation of Recitals. The introductory Recitals are agreed to and made a part of this Agreement.

17. Entire Agreement. This Agreement and the attached Exhibits constitute the entire Agreement between the Parties hereto and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof, and no other warranties, inducements, considerations, promises or interpretations, written or oral, which are not expressly addressed herein, shall be implied or impressed upon this Agreement.

18. Notice. All notice under this Agreement shall be in writing and sent by: personal service, commercial courier, certified or registered mail, return receipt requested, with proper postage prepaid, or email to the respective addresses shown below. Notice shall be considered delivered to recipient on the day of delivery if sent by personal service or commercial courier, and on the second business day after deposit in the U.S. Mail if sent by certified or registered mail.

Pace
550 W. Algonquin Road
Arlington Heights, IL. 60005

City of Naperville
400 S. Eagle Street
Naperville IL, 60566

Attn: Executive Director

Attn: Jennifer Louden

19. Governing Law. Any dispute that arises as a result of this Agreement shall be heard in an Illinois court of competent jurisdiction, Illinois law shall be applied, and the Parties agree that any disputes which arise as a result of this Agreement will be heard in a court of competent jurisdiction located in the Eighteenth Judicial Circuit, DuPage County Illinois.

20. Survival. Any provision that imposes an obligation after termination or expiration of this Agreement shall be deemed to survive termination or expiration of this Agreement.

21. Authority. Each signatory to this Agreement represents and warrants that they have full authority to sign this Agreement on behalf of the Party for whom they sign, and that this Agreement shall be binding on the Parties hereto, their respective partners, directors, officers, employees, agents, representatives, successors and approved assigns.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates stated below.

**Pace, the Suburban Bus Division of
the Regional Transportation Authority**

City of Naperville

By: _____
Thomas J. Ross
Executive Director

By: _____
Douglas Krieger
City Manager

Date: _____

Date: _____

EXHIBIT A
Route No. 672 95th Street Park-n-Ride Express

Description of Service:

Pace agrees to provide service on Route 672 with regular transit vehicles by operating seven mornings and eight afternoon rush hour trips using two morning and afternoon rush hour buses on Route 672; which will serve the route 59 Metra Station according to the route schedule and map attached.

The service will operate approximately every 20 – 36 minutes during the morning peak from 5:28 a.m. – 8:09 a.m. and approximately every 17 – 45 minutes in the evening peak from 4:03 p.m. – 7:55 p.m., Monday through Friday. Service will not be provided on Saturday, Sunday, and holidays.

The base fare to ride the service will be \$1.75* each way. Pace reserves the right to increase the base fare, however no increase shall take effect until Pace has give the Client sixty (60) days prior written notice.

Hourly Rate:

\$111.76, from October 1, 2017 through September 30, 2018

\$114.42, from October 1, 2018 through December 31, 2018

Service Cost to Client:

\$11,635.72 monthly

\$174,535.85 for fifteen months of service

Payment Rate:

The total cost for fifteen months of service is \$381,024.85. The cost to for fifteen months of service, excluding trips added in October 2016, is \$349,071.70.

The cost to the Client shall not exceed 50% of the total cost, excluding the cost for the additional trips added to service in October 2016, which equals \$174,535.85.

The Client shall provide a monthly payment to Pace in the amount of \$11,635.72 for a total of \$174,535.85 over the term of the contract.

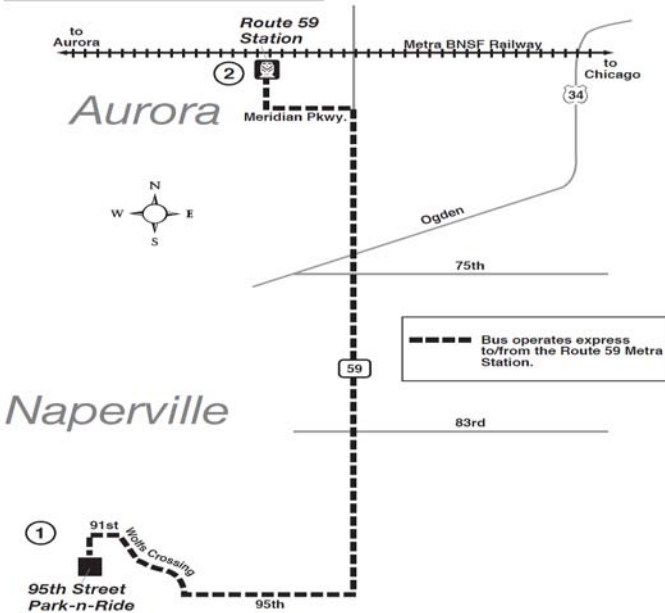
*when using your Ventra card to pay your fare. Cash fare is \$2.00.

EXHIBIT B

Route 672 Effective Date October 24, 2016

PS Posted Stops Only

Buses on this route will stop to pick up and drop off passengers only at bus stop signs with the Pace logo and route number. Please wait for the bus at a bus stop sign.



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PaceBus.com

ROUTE 672 95TH ST. PARK-N-RIDE - RT. 59 METRA DIRECT

WEEKDAY NORTHBOUND

95TH STREET PARK-N-RIDE	METRA BNSF RAILWAY		
	ROUTE 59 STATION	CHICAGO UNION STATION	CHICAGO UNION STATION
BUS ARRIVES	TRAIN DEPARTS	TRAIN ARRIVES	TRAIN ARRIVES
5:28AM	5:48AM	5:55AM	6:38AM
6:06	6:24	6:37	7:18
6:25	6:45	6:57	7:40
6:44	7:05	7:17	8:02
7:04	7:25	7:32	8:15
7:24	7:45	7:52	8:34
7:49	8:09	8:18	8:56

WEEKDAY SOUTHBOUND

CHICAGO UNION STATION	METRA BNSF RAILWAY		
	ROUTE 59 STATION	ROUTE 59 STATION	95TH STREET PARK-N-RIDE
TRAIN DEPARTS	TRAIN ARRIVES	BUS DEPARTS	95TH STREET PARK-N-RIDE
3:18PM	4:01PM	4:03PM	4:21PM
3:56	4:46	4:46	5:07
4:28	5:23	5:25	5:46
5:00	5:40	5:42	6:06
5:22	6:03	6:05	6:30
5:45	6:25	6:28	6:51
6:14	6:54	6:56	7:19
6:52	7:35	7:37	7:55

PS - Buses will stop at Posted Stops Only along the entire route.

Bus operates express to/from the Route 59 Metra Station.

No Saturday, Sunday or holiday service.

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