

RESOLUTION NO. 17 -

**A RESOLUTION AUTHORIZING THE CITY MANAGER
TO EXECUTE THE ROUTE 672 – 95th STREET PARK-AND-RIDE AGREEMENT
BETWEEN PACE AND THE CITY OF NAPERVILLE**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NAPERVILLE,
DUPAGE AND WILL COUNTIES, ILLINOIS,** in exercise of its home rule authority as follows:

SECTION 1: The Route 672 – 95th Street Park-and-Ride Agreement between the City of Naperville and Pace attached to this Resolution as Exhibit A is hereby approved.

SECTION 2: The City Manager is hereby authorized to execute the Route 672 – 95th Street Park-and-Ride Agreement on behalf of the City of Naperville.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval.

ADOPTED this ____ day of _____, 2017.

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of _____ 2017.

Steve Chirico
Mayor

ATTEST:

Pam Gallahue, Ph.D.
City Clerk

**CITY OF NAPERVILLE
SERVICE AGREEMENT
Route 672**

This Agreement made this ____ day of _____, 20__, between the Suburban Bus Division of the Regional Transportation Authority, (hereinafter called "Pace") and the City of Naperville (hereinafter called Client).

WHEREAS, Pace was established within the Regional Transportation Authority Act (70 ILCS 3615) for the purpose of providing public transportation by bus in the Metropolitan Region as described in 70 ILCS 3615/1.03.

WHEREAS, Pace desires to provide various services as described in the attached Exhibit A.

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 the various route schedules as described in the attached Exhibit A.
- 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 Suburban Bus Service
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 – Any new service agreed to by the parties will be agreed to in writing by Pace and by the Clients Transportation Team Leader and shall be invoiced at Pace’s hourly rate as described in Exhibit A.
- 5) Term - This Agreement is effective January 1, 2017 through September 30, 2017, or until either party exercises their right to terminate this Agreement under Paragraph 7.
- 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 - Either 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 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.

Pace shall provide copies of the Initial Certificate of Insurance to the Client. Thereafter, the Client shall be responsible for tracking and monitoring their additional insured status on outside service providers' auto liability policies of insurance.

10) Indemnification – Pace agrees to defend, indemnify, and hold the Client, and its officers, agents and employees harmless for claims, damages, losses and costs for property damage or personal injury to the extent caused by the negligent acts by Pace in directly providing transportation service under this Agreement. To the extent that services are provided through or by an outside contractor, Pace agrees to require the contractor to defend, indemnify and hold harmless the Client, and its officers, agents, and employees for claims, damages, losses and costs for property damage or personal injury to the extent caused by the negligent acts by said contractor in providing transportation services under this Agreement. The Client agrees to provide Pace with timely notice of any such claim. In the event that Pace does not require such defense and indemnification and hold harmless of its outside contractors Pace agrees that it shall assume responsibility for said defense and indemnification obligations for said defense and indemnification obligations. With respect to any lawsuit that is within the scope of coverage and/or indemnity 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 that hourly rates ordinarily paid by Pace for its outside counsel for defense of similar types of lawsuits.

The obligations to defend and indemnify as set forth above do not extend to negligent, willful and wanton, reckless or intentional conduct of the Client, or its officers, agents, servants and employees, and such conduct is specifically excluded from this indemnification provision.

The provisions contained in this paragraph 10 of this Agreement shall survive termination of

expiration of this Agreement.

11) Compliance with Laws - Pace represents that in the performance of its duties hereunder, it has complied and shall comply with all federal, state and local laws, ordinances and regulations.

12) Severability - The provisions of this Agreement shall be severable. The unenforceability or invalidity of any one or more provisions, clauses or sentences hereof shall not render any other provision, clause or sentence herein contained unenforceable or invalid. The portion of the Agreement which is not invalid or unenforceable shall be considered enforceable and binding on the parties and the invalid or unenforceable provision(s), clause(s) or sentence(s) shall be deemed excised, modified or restricted to the extent necessary to render the same valid and enforceable, and this Agreement shall be construed as if such invalid or unenforceable provision(s), clause(s) or sentence(s) were omitted.

13) Entire Agreement - No prior agreements between the parties, whether written or oral, shall be binding upon the parties.

14) Authority - Pace and Client represent that their representatives whose signatures appear below have the power and authority to enter into this Agreement and to obligate Pace and Client to the terms of this Agreement.

15) Complete Agreement - This Agreement constitutes the entire Agreement between the parties hereto. Any proposed change in this Agreement shall be submitted to Pace for its prior approval. No modification, addition, or deletion to this Agreement shall be effective unless and until such changes are reduced to writing and executed by the authorized officers of each party. Any changes in service description, payment rates or pass allocations shall be reflected in an Amendment to this Agreement, reduced to writing and signed by both parties, and incorporated into this Agreement.

1) Notices - All notices due to the other party shall be delivered to the address indicated below:

Pace
550 W. Algonquin Road
Arlington Heights, IL. 60005
Attn: Executive Director

City of Naperville
400 S. Eagle Street
Naperville IL, 60566
Attn: Jennifer Loudon

17) Governing Law - This Agreement shall be construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be made effective as of the date set forth above and executed in Paragraph 5 by their duly authorized officials.

Pace

City of Naperville

By: _____
Thomas J. Ross
Executive Director
Pace Suburban Bus Service

By: _____
Douglas Krieger
City Manager
City of Naperville

Date: _____

Date: _____

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

Description of Service:

Pace agrees to provide service on Route 672 by operating seven morning 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 5:28am – 8:09a, and approximately every 17 – 45 minutes in the evening peak from 4:03pm – 7:55pm, 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.

Pace agrees that regular transit vehicles will be utilized for Route 672.

Hourly Rate:

\$108.99

Service Cost to Client:

\$11,346.59 monthly

\$102,119.27 for nine months of service

Payment Rate:

The total cost for nine months of service is \$223,909.06. The cost for nine months of service, excluding trips added in October 2016, is \$204,238.54.

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 \$102,119.27.

The Client shall provide a monthly payment to Pace in the amount of \$11,346.59 for a total of \$102,119.27, over the term of the contract.

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

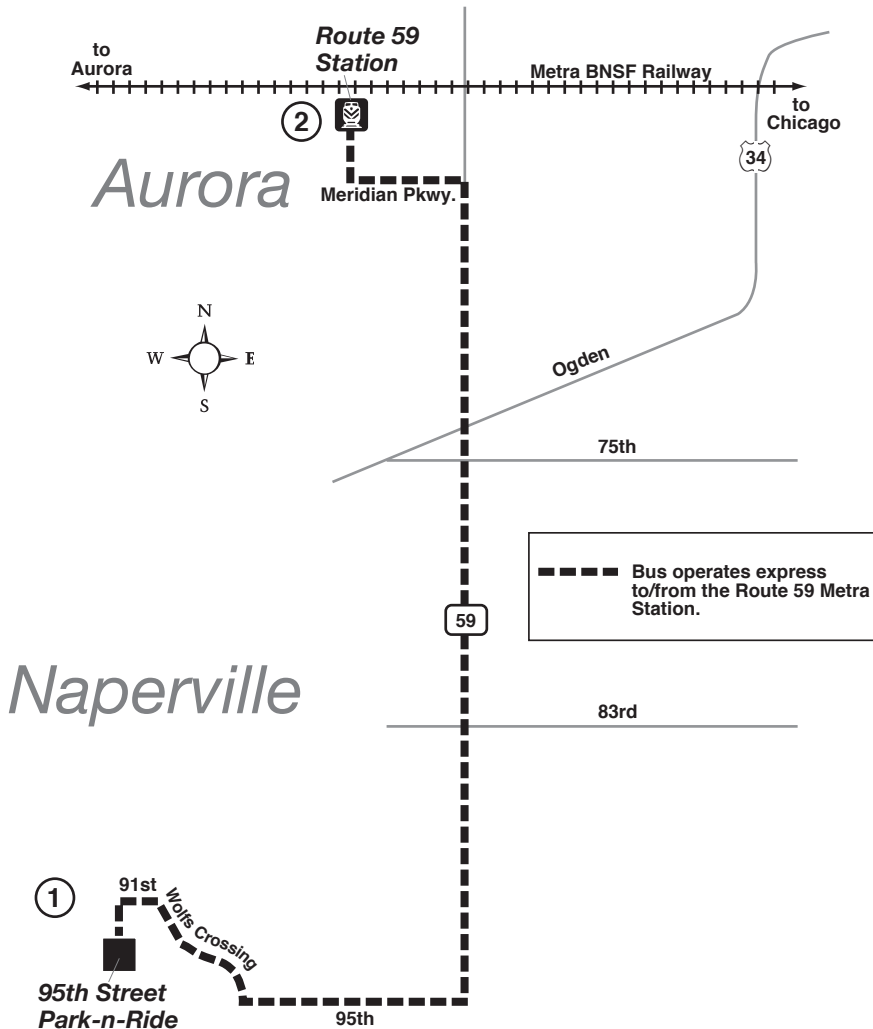
Route 672

Effective Date
October 24, 2016



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.



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

REGULAR FARE ROUTE

Use your Ventra® Card
or exact fare in cash.
Driver Has No Change

Customers may use a Ventra Card, contactless bankcard, Ventra Ticket, Ride Free or Reduced Fare permit, or cash to pay fares on Pace fixed route services. Reduced fares are available for children (ages 7-11) and high school, junior high and grammar school students (ages 12-20) presenting a valid Ventra Student Riding Permit or valid school I.D. between 5:30am and 8:30pm on school days. Seniors 65 and older, people with disabilities and individuals with a valid Medicare card qualify for reduced fares. A valid RTA Reduced Fare Permit must be presented when using cash to pay a reduced fare. Eligible seniors and people with disabilities may ride fixed route services for free through the RTA Ride Free Program. Please contact the RTA at 836-7000 for more information on free and reduced fares. Free rides are offered to children under 7 (max two children per fare paying adult), law enforcement officers and firefighters in full uniform or presenting a badge, and active duty military personnel in uniform. See the Pace Fare Guide for current fares, passes, restrictions and additional information. Visit ventrachicago.com or call 877-NOW-VENTRA to purchase and load value and passes onto your Ventra Card.

TRAVEL INFORMATION

If you need transit information please call:
The RTA Travel Information Center, open daily from 5:00 a.m. to 1:00 a.m. Use from all suburban area codes. **836-7000**
TTY# (For HEARING IMPAIRED ONLY)
(800) 439-2202
Pace Customer Relations, Monday through Friday from 8:00 a.m. to 5:00 p.m.
(847) 364-PACE (7223)
TTY# (Pace information for HEARING IMPAIRED ONLY)
(888) 847-0093

CARRIER INFORMATION

OPERATED BY: First Student, Naperville
For lost and found call (630) 978-3284

ADDITIONAL INFORMATION

The schedules, fares and other information in this timetable are subject to change. Pace does not assume responsibility for errors in timetables, nor for inconvenience or damage resulting from delayed trains or buses or failure to make connections.



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.

672 95th Street
Park-n-Ride-
Rt. 59 Metra Direct



All Pace service is
wheelchair accessible.



All Pace buses are
equipped with bike racks.

Posted Stops Only

Major Destinations

95th Street
Park-n-Ride


Metra BNSF Railway
Route 59 Station

Weekday Rush Hour Service

October 24, 2016


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

WEEKDAY NORTHBOUND



METRA BNSF RAILWAY			
ROUTE 59 STATION		CHICAGO UNION STATION	
95TH STREET PARK-N-RIDE	BUS ARRIVES	TRAIN DEPARTS	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
7:48	8:09	8:16	8:58

WEEKDAY SOUTHBOUND



METRA BNSF RAILWAY			
CHICAGO UNION STATION		ROUTE 59 STATION	
TRAIN DEPARTS	TRAIN ARRIVES	BUS DEPARTS	95TH STREET PARK-N-RIDE
3:18PM	4:01PM	4:03PM	4:21PM
3:58	4:46	4:48	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	7:16
6:52	7:35	7:37	7:55

 - 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.